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192 -  
**Vol. III**

**EXHIBITS**

**TRANSCRIPT OF RECORD**

(Pages 2331 to 3514)

**Supreme Court of the United States**

**OCTOBER TERM, 1946**

**No. 89**

**THE UNITED STATES OF AMERICA, APPELLANT,**

*vs.*

**NATIONAL LEAD COMPANY, TITAN COMPANY,  
INC., AND E. I. DU PONT DE NEMOURS AND  
COMPANY, INC.**

**No. 90**

**NATIONAL LEAD COMPANY AND TITAN COM-  
PANY, INC., APPELLANTS,**

*vs.*

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**APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR  
THE SOUTHERN DISTRICT OF NEW YORK**

**FILED APRIL 18, 1946.**



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## INDEX

Original    Print

### VOLUME 3

#### INDEX OF DOCUMENTS

| <i>Exhibit<br/>No.</i> | <i>Description</i>  | <i>Date</i>   | <i>Page</i> |
|------------------------|---|---------------|-------------|
| 619                    | Letter from George Jebsen to Wm. C. Beschorman, National Lead Co. | May 21, 1935  | 2335        |
| 620                    | Letter from George Jebsen to Wm. C. Beschorman, National Lead Co. | June 22, 1935 | 2339        |
| 621                    | Letter from George Jebsen to Wm. C. Beschorman, National Lead Co. | July 9, 1935  | 2344        |
| 622                    | Letter from George Jebsen to Wm. C. Beschorman, National Lead Co. | Feb. 3, 1936  | 2346        |
| 623                    | Letter from S. J. Henriksen to M. D. Cole, National Lead Co.      | Mar. 4, 1936  | 2356        |

JUDD & DETWEILER (INC.), PRINTERS, WASHINGTON, D. C., AUG. 21, 1946.

| <i>Exhibit<br/>No.</i> | <i>Description</i>  | <i>Date</i>   | <i>Page</i> |
|------------------------|---|---------------|-------------|
| 624                    | Resolution adopted by Board of Directors of Titanium Pigment Co., Inc.                  | Feb. 25, 1936 | 2358        |
| 625                    | Letter from S. Henrikssen to Wm. C. Beschorman; National Lead Co.                       | May 4, 1937   | 2360        |
| 626                    | Letter from S. J. Henrikssen to Wm. C. Beschorman, National Lead Co.                    | Dec. 18, 1937 | 2363        |
| 627                    | Letter from George Jebsen to Fletcher N. Rockwell, National Lead Co.                    | Jan. 26, 1940 | 2372        |
| 628                    | Letter from C. F. Garesche to Dr. G. Jebsen.  | June 7, 1940  | 2374        |
| 629                    | Note from George Jebsen re Garesche's letter of June 7th.                               | Aug. 8, 1940  | 2377        |
| 630                    | Letter from C. F. Garesche to Titan-gesellschaft m. b. H.                               | Aug. 13, 1940 | 2379        |
| 631                    | Letter from Kuhne and Raspe of Titan-gesellschaft M. B. H. to National Lead Co.         | Oct. 4, 1940  | 2382        |
| 632                    | Letter from C. F. Garesche to Titan-gesellschaft m. b. H.                               | Oct. 29, 1940 | 2383        |
| 633                    | Letter from George Jebsen to Fletcher W. Rockwell, National Lead Co.                    | May 8, 1941   | 2384        |
| 634                    | Extract of Notes concerning a Board Meeting of Titan Kogyo.                             | Nov. 7, 1940  | 2386        |
| 635                    | Telegram from Titanco to Garesche, c/o Titanium Pigment Corp.                           | Mar. 31, 1941 | 2393        |
| 636                    | Telegram from Garesche to Titanco.  | Apr. 2, 1941  | 2394        |
| 637                    | Letter from Garesche to Mr. J. L. Turner — Sayreville.                                  | Apr. 2, 1941  | 2395        |
| 638                    | Information requested in above telegrams.   | Apr. 4, 1941  | 2396        |
| 639                    | Letter from Garesche to Doitsu Senryo Gemaï Kaisha.                                     | Apr. 11, 1941 | 2398        |
| 640                    | Telegram from Titanco to Garesche c/o Titanium Pigment Co.                              | Apr. 24, 1941 | 2399        |
| 641                    | Telegram from Garesche to Titanco.  | Apr. 25, 1941 | 2400        |
| 642                    | Letter from Doitsu Senryo Gomei Kaisha to Titan Co., Inc.                               | July 9, 1941  | 2401        |
| 643                    | Letter from Ragnar Iuell to Titan Company Inc.  | Sept. 4, 1941 | 2402        |
| 644                    | Letter from George Jebsen to Evans McCarty, National Lead Co.                           | Nov. 16, 1928 | 2405        |
| 645                    | Letter from Lamot du Pont to Heads of Departments and subsidiaries.                     | Dec. 3, 1930  | 2411        |
| 646                    | Letter from Lamot du Pont to Heads of Departments and Subsidiaries.                     | Dec. 10, 1930 | 2413        |
| 647                    | Memorandum to Department Heads of ICI, du Pont and CIL.                                 |               | 2414        |
| 648                    | Letter from B. T. Minter, British Titan Products Co. Ltd., to Titanium Pigment Co. Inc. | Oct. 5, 1934  | 2415        |
| 649                    | Letter from "Executive Vice President" to E. T. Minter, British Titan Co., Ltd.         | Oct. 19, 1934 | 2416        |

# INDEX

iii

| <i>Exhibit<br/>No.</i> | <i>Description</i>   | <i>Date</i>    | <i>Page</i> |
|------------------------|--|----------------|-------------|
| 650                    | Letter from Chas. J. Stopford to W. C. Beschorman, National Lead Co.   | Oct. 29, 1934  | 2417        |
| 651                    | Radiogram from Stopford to Beschorman & Jebson.  | Nov. 2, 1934   | 2419        |
| 652                    | Cablegram from Beschorman to Stopford.   | Nov. 2, 1934   | 2420        |
| 653                    | Letter from Chas. J. Stopford to I. D. Hagar, Titanium Pigment Co., Inc.                                       | Nov. 9, 1934   | 2421        |
| 654                    | Letter from I. D. Hagar to C. J. Stopford.   | Nov. 23, 1934  | 2427        |
| 655                    | Letter from I. D. Hagar to C. J. Stopford.   | Dec. 20, 1934  | 2431        |
| 656                    | Letter from Chas. J. Stopford to W. C. Beschorman.   | Jan. 2, 1935   | 2432        |
| 657                    | Radiogram from Stopford to Beschorman.   | Jan. 2, 1935   | 2434        |
| 658                    | Cablegram from Beschorman to Stopford.   | Jan. 3, 1935   | 2435        |
| 659                    | Letter from Chas. J. Stopford to W. C. Beschorman.   | Jan. 4, 1935   | 2436        |
| 660                    | Letter from George Jebson to Wm. C. Beschorman.  | Dec. 29, 1934  | 2438        |
| 661                    | Letter from W. C. Beschorman to Dr. George Jebson.   | Jan. 10, 1935  | 2445        |
| 662                    | Letter from George Jebson to Wm. C. Beschorman.  | Feb. 2, 1935   | 2447        |
| 663                    | Letter from W. C. Beschorman to Dr. G. Jebson.   | Apr. 9, 1935   | 2448        |
| 664                    | Letter from W. C. Beschorman to Dr. G. Jebson.   | May 10, 1935   | 2449        |
| 665                    | Letter from H. Greville Smith to C. J. Stopford.   | May 17, 1935   | 2450        |
| 666                    | Letter from C. J. Stopford to H. S. Tasker.  | June 20, 1935  | 2452        |
| 667                    | Letter from Wendell R. Swint of du Pont Foreign Relations Dept. to Executive Committee.                        | June 28, 1935  | 2454        |
| 668                    | Letter from Chas. J. Stopford to W. C. Beschorman.   | June 28, 1935  | 2463        |
| 669                    | Letter from C. J. Stopford to L. P. O'Brien, National Titanium Pigments, Ltd.                                  | May 21, 1935   | 2467        |
| 670                    | Letter from Chas. J. Stopford to W. C. Beschorman.   | June 18, 1935  | 2469        |
| 671                    | Letter from W. C. Beschorman to Dr. G. Jebson.   | Sept. 15, 1936 | 2471        |
| 672                    | Letter from W. C. Beschorman to Dr. George Jebson.   | Oct. 28, 1936  | 2478        |
| 673                    | Letter from W. C. Beschorman to Dr. G. Jebson.   | Oct. 28, 1936  | 2480        |
| 674                    | Inter-Office Correspondence from I. D. Hagar, Titanium Pigment Co., Inc., to Mr. Beschorman, National Lead Co. | Oct. 30, 1936  | 2481        |
| 675                    | Memorandum prepared for Mr. MacKinnon's negotiations re Titanium Dioxide.                                      |                | 2484        |
| 676                    | Letter from George Jebson to Wm. C. Beschorman.  | Nov. 9, 1936   | 2490        |

| <i>Exhibit<br/>No.</i> | <i>Description</i>   | <i>Date</i>                    | <i>Page</i>  |
|------------------------|--|--------------------------------|--------------|
| 677                    | Letter from L. W. Haslett to W. C. Beschorman.   | Nov. 21, 1936                  | 2492         |
| 678                    | Letter from A. B. Purvis to Lamot du Pont.   | Jan. 8, 1937                   | 2494         |
| 679                    | Letter from W. C. Beschorman to Dr. G. Jebsen.   | Apr. 6, 1937                   | 2496         |
| 680                    | Letter from George Jebsen to Wm. C. Beschorman.  | Apr. 15, 1937                  | 2497         |
| 681                    | Letter from Wm. C. Beschorman to Dr. G. Jebsen.  | Apr. 27, 1937                  | 2499         |
| 682                    | Letter from George Jebsen to Wm. C. Beschorman.  | Oct. 1, 1937                   | 2500         |
| 683                    | Letter from I. D. Hagar, Titanium Pigment Corp. to R. G. Beck, Canadian Titanium Pigments, Ltd.              | Jan. 18, 1940                  | 2501         |
| 684                    | Memorandum from G. N. Bates to L. W. Haslett, re-Selling Prices.   | Sept. 3, 1940                  | 2502         |
| 685                    | Memorandum from G. N. Bates to C. Thompson, Traffic Department, re: Fair Market Value of "Titanox" Pigments. | Nov. 12, 1940                  | 2511         |
| 686                    | Letter from G. N. Bates to G. W. Corddry, Titanium Pigment Corp.   | June 18, 1941                  | 2514         |
| 687                    | Letter from George Jebsen to W. C. Beschorman.   | July 24, 1937                  | 2516         |
| 688                    | Letter from George Jebsen to C. F. Kaegbehn, National Lead Co.   | Aug. 6, 1937                   | 2520         |
| 689                    | Memorandum of a Conference held in Montreal between C. F. Kaegbehn and Canadian Titanium Pigments, Ltd.      | Aug. 23, 1937<br>Aug. 23, 1937 | 2522<br>2522 |
| 690                    | Letter from C. F. Kaegbehn to W. C. Beschorman, re: "Licensed Field" of Canadian Agreements.                 | Aug. 31, 1937                  | 2530         |
| 691                    | Letter from C. F. Kaegbehn to Dr. G. Jebsen.   | Aug. 31, 1937                  | 2532         |
| 692                    | Letter from George Jebsen to C. F. Kaegbehn.   | Oct. 1, 1937                   | 2536         |
| 693                    | Letter from L. W. Haslett to W. C. Beschorman.   | Jan. 10, 1938                  | 2541         |
| 694                    | Letter from George Jebsen to C. F. Kaegbehn.   | Mar. 8, 1938                   | 2542         |
| 695                    | Letter from L. W. Haslett to C. F. Garesche.   | May 21, 1938                   | 2551         |
| 696                    | Letter from C. F. Kaegbehn to R. G. Beck, Canadian Titanium Pigments, Ltd.                                   | May 26, 1938                   | 2554         |
| 697                    | Letter from R. G. Beck to C. F. Kaegbehn.  | May 28, 1938                   | 2556         |
| 698                    | Letter from C. F. Kaegbehn to Dr. G. Jebsen.   | July 26, 1938                  | 2557         |

# INDEX

v

| <i>Exhibit<br/>No.</i> | <i>Description.</i>  | <i>Date</i>    | <i>Page</i> |
|------------------------|--|----------------|-------------|
| 699                    | Letter from C. F. Kaegebehn to J. C. Asselin, Esq., Canadian Industries, Ltd.    | Nov. 21, 1938  | 2573        |
| 700                    | Letter from C. F. Kaegebehn to Dr. George Jebsen.                                | Feb. 28, 1939  | 2576        |
| 701                    | Letter from George Jebsen to C. F. Kaegebehn.                                    | Mar. 10, 1939  | 2578        |
| 702                    | Minutes of meeting of Board of Directors of National Lead Co.                    | Mar. 28, 1939  | 2581        |
| 703                    | Letter from C. F. Kaegebehn to Dr. G. Jebsen.                                    | June 6, 1939   | 2583        |
| 704                    | Letter from George Jebsen to C. F. Kaegebehn.                                    | June 17, 1939  | 2586        |
| 705                    | Letter from C. F. Kaegebehn to J. C. Asselin.                                    | July 5, 1939   | 2589        |
| 706                    | Letter from J. C. Asselin to C. F. Kaegebehn.                                    | July 18, 1939  | 2595        |
| 707                    | Letter from C. F. Kaegebehn to Dr. G. Jebsen.                                    | Aug. 9, 1939   | 2597        |
| 708                    | Memorandum, re Amendments to 1937 agreements by J. C. Asselin.                   | May 22, 1940   | 2599        |
| 709                    | Letter from L. W. Haslett to C. F. Garesche.                                     | May 23, 1940   | 2601        |
| 710                    | Letter from R. G. Beck to C. F. Kaegebehn.                                       | May 27, 1940   | 2603        |
| 711                    | Letter from C. F. Kaegebehn to R. G. Beck.                                       | June 4, 1940   | 2604        |
| 712                    | Agreements between CIL and CTP.  | July 5, 1940   | 2607        |
| 713                    | Letter from Sigurd Andersen to Dr. G. Jebsen.                                    | July 29, 1940  | 2610        |
| 714                    | Memorandum to Executive Committee, by C. F. Kaegebehn.                           | Apr. 2, 1940   | 2616        |
| 715                    | Minutes of Meeting of Executive Committee by H. O. Bates, secretary.             | Apr. 4, 1940   | 2618        |
| 716                    | Letter from C. F. Kaegebehn to E. T. Henry, Canadian Titanium Pigments, Ltd.     | May 7, 1940    | 2621        |
| 717                    | Letter from C. F. Kaegebehn to Dr. G. Jebsen.                                    | June 25, 1940  | 2627        |
| 718                    | Letter from Russell Smith to Fletcher W. Rockwell.                               | Sept. 3, 1940  | 2631        |
| 719                    | Letter from George Jebsen to Dr. G. W. Thompson, National Lead Co.               | Sept. 21, 1934 | 2634        |
| 720                    | Letter from C. F. Garesche to Dr. G. Jebsen.                                     | Nov. 1, 1934   | 2636        |
| 721                    | Letter from C. F. Kaegebehn to Dr. George Jebsen.                                | Feb. 5, 1935   | 2639        |
| 722                    | Letter from Andreas Ravnstad, Titan Company, Inc., to Titanium Pigment Co., Inc. | May 14, 1935   | 2644        |



| <i>Exhibit<br/>No.</i> | <i>Description</i>  | <i>Date</i>    | <i>Page</i> |
|------------------------|---|----------------|-------------|
| 723                    | Letter from Titanium Pigment Co., Inc.,<br>to Dr. G. Jebsen for A. Ravnstad.                        | May 31, 1935   | 2648        |
| 724                    | Letter from Titanium Pigment Co. to<br>Dr. G. Jebsen for A. Ravnstad.                               | June 10, 1935  | 2649        |
| 725                    | Inter-Office memo from C. F. Kaegebehn<br>to Patent Committee.                                      | June 10, 1935  | 2654        |
| 726                    | Letter from C. F. Kaegebehn to W. C.<br>Beschorman.   | Dec. 4, 1935   | 2657        |
| 727                    | Letter from George Jebsen to Titan-<br>gesellschaft m. b. H.  | Feb. 18, 1936  | 2658        |
| 728                    | Letter from C. F. Kaegebehn to Dr.<br>George Jebsen.  | Mar. 5, 1936   | 2660        |
| 729                    | Letter from G. Jebsen to C. F. Kaegebehn.   | Mar. 20, 1936  | 2662        |
| 730                    | Letter from Titanium Pigment Co., Inc.,<br>to Titan Co., Inc., attn. George Jebsen.                 | Apr. 4, 1936   | 2664        |
| 731                    | Letter from Sigurd Anderson, Titan Co.,<br>Inc., to Titanium Pigment Co., attn.<br>C. F. Kaegebehn. | June 12, 1936  | 2665        |
| 732                    | Letter from Titanium Pigment Co. to<br>Dr. George Jebsen for Andreas Ravn-<br>stad.                 | June 22, 1936  | 2666        |
| 733                    | Letter from Andreas Ravnstad to Tita-<br>nium Pigment Co., Inc., attn. C. F.<br>Kaegebehn.          | July 15, 1936  | 2667        |
| 734                    | Letter from Titanium Pigment Co., Inc.,<br>to Dr. G. Jebsen for Andreas Ravn-<br>stad.              | July 23, 1936  | 2669        |
| 735                    | Letter from Titanium Pigment Co., Inc.,<br>to Dr. G. Jebsen for Andreas Ravn-<br>stad.              | Oct. 5, 1936   | 2670        |
| 736                    | Letter from George Jebsen to Wm. C.<br>Beschorman.  | Oct. 18, 1937  | 2673        |
| 737                    | Letter from Wm. C. Beschorman to Dr.<br>George Jebsen.  | Oct. 26, 1937  | 2678        |
| 738                    | Letter from George Jebsen to Wm. C.<br>Beschorman.  | Jan. 11, 1938  | 2679        |
| 739                    | Letter from Wm. C. Beschorman to Dr.<br>George Jebsen.  | Jan. 24, 1938  | 2681        |
| 740                    | Letter from George Jebsen to Wm. C.<br>Beschorman.  | Feb. 1, 1938   | 2682        |
| 741                    | Letter from C. F. Kaegebehn, National<br>Lead Co. to Dr. G. Jebsen for Andreas<br>Ravnstad.         | Dec. 14, 1937  | 2683        |
| 742                    | Letter from Hutz and Joslin to Charles F.<br>Kaegebehn.   | Dec. 27, 1937  | 2685        |
| 743                    | Letter from C. F. Kaegebehn to Dr.<br>George Jebsen for Andreas Ravnstad.                           | Sept. 20, 1938 | 2687        |
| 744 }<br>745 }         | Indexed after Exhibit 755.  |                |             |
| 746                    | Letter from George Jebsen to C. F.<br>Kaegebehn.  | Oct. 26, 1938  | 2689        |

| <i>Exhibit<br/>No.</i> | <i>Description</i>  | <i>Date</i>    | <i>Page</i> |
|------------------------|---|----------------|-------------|
| 747                    | Letter from C. F. Kaagebehn to G. Jebsen.   | Nov. 16, 1938  | 2692        |
| 748                    | Letter from George Jebsen to C. F. Kaagebehn.   | Dec. 24, 1938  | 2694        |
| 749                    | Letter from George Jebsen to C. F. Kaagebehn.   | Feb. 8, 1939   | 2696        |
| 750                    | Letter from C. F. Kaagebehn to Dr. G. Jebsen.   | Feb. 20, 1939  | 2699        |
| 751                    | Letter from Sigurd Andersen to National Lead Co.; attn. C. F. Kaagebehn.                        | Mar. 10, 1939  | 2701        |
| 752                    | Letter from George Jebsen to C. F. Kaagebehn.   | Dec. 2, 1938   | 2707        |
| 753                    | Letter from C. F. Kaagebehn to George Jebsen.   | Dec. 20, 1938  | 2712        |
| 754                    | Letter from C. F. Kaagebehn to J. L. Turner—interoffice communication.                          | Dec. 20, 1938  | 2713        |
| 755                    | Letter from C. F. Kaagebehn to Messrs. Hutz & Joslin.   | Dec. 20, 1938  | 2714        |
| 744                    | Letter from C. F. Kaagebehn to C. F. Garesche.  | May 20, 1938   | 2715        |
| 745                    | Memorandum for Mr. Rockwell.  | July 30, 1938  | 2717        |
| 756                    | Letter from George Jebsen to C. F. Garesche.  | Dec. 2, 1938   | 2721        |
| 757                    | Letter from George Jebsen to C. F. Kaagebehn.   | Sept. 15, 1939 | 2723        |
| 758                    | Letter from C. F. Kaagebehn to G. Jebsen.   | Oct. 5, 1939   | 2724        |
| 759                    | Letter from Hutz and Joslin to C. F. Kaagebehn.   | Oct. 26, 1939  | 2731        |
| 760                    | Letter from C. F. Kaagebehn to J. L. Turner—interoffice communication.                          | Oct. 31, 1939  | 2733        |
| 761                    | Letter from C. F. Kaagebehn to Werner H. Hutz, Hutz and Joslin.                                 | Oct. 31, 1939  | 2735        |
| 762                    | Letter from George Jebsen to C. F. Kaagebehn.   | Nov. 9, 1939   | 2736        |
| 763                    | Letter from C. F. Kaagebehn to Dr. G. Jebsen.   | Dec. 27, 1939  | 2738        |
| 764                    | Letter from C. F. Kaagebehn to S. Andersen, Titan Co. A/S.                                      | Sept. 28, 1939 | 2741        |
| 765                    | Letter from Sigurd Andersen to C. F. Kaagebehn.   | Nov. 30, 1939  | 2742        |
| 766                    | Letter from C. F. Kaagebehn to S. Andersen, Titan Co. A/S.                                      | Dec. 20, 1939  | 2744        |
| 767                    | Letter from Sigurd Andersen to Titangesellschaft m.b.H.   | Mar. 5, 1940   | 2746        |
| 768                    | Letter from Sigurd Andersen to C. F. Kaagebehn.   | Mar. 5, 1940   | 2749        |
| 769                    | Letter from I. G. Farbenindustrie Aktiengesellschaft to Titan Co., Inc., attn. C. F. Kaagebehn. | Mar. 29, 1940  | 2750        |

| <i>Exhibit<br/>No.</i> | <i>Description</i>  | <i>Date</i>    | <i>Page</i> |
|------------------------|---|----------------|-------------|
| 770                    | Letter from I. G. Farbenindustrie Aktiengesellschaft to Titan Co., Inc., attn. C. F. Kaegebehn.       | Mar. 19, 1940  | 2752        |
| 771                    | Letter from C. F. Kaegebehn to I. G. Farbenindustrie Aktiengesellschaft.                              | May 7, 1940    | 2756        |
| 772                    | Letter from I. G. Farbenindustrie Aktiengesellschaft to Titan Co., Inc., attn. C. F. Kaegebehn.       | May 24, 1940   | 2757        |
| 773                    | Letter from C. F. Kaegebehn to Werner H. Hutz, Hutz and Joslin.                                       | May 8, 1940    | 2758        |
| 774                    | Letter from C. F. Kaegebehn to Titan Co. A/S, attn. Andreas Ravnstad.                                 | May 24, 1940   | 2759        |
| 775                    | Letter from George Jebsen to C. F. Kaegebehn.   | May 29, 1940   | 2761        |
| 776                    | Letter from (unsigned—on Titan Company, Inc. letterhead) to National Lead Co., attn. C. F. Kaegebehn. | Oct. 12, 1940  | 2766        |
| 777                    | Arrangement (temporary) of Patent Work Europe.  | Oct. 14, 1940  | 2767        |
| 778                    | Telegram by Anker to Jebsen.  | Oct. 15, 1940  | 2770        |
| 779                    | Letter from C. F. Kaegebehn to H. E. Eckhoff, Titan Co. A/S.  | Nov. 18, 1940  | 2771        |
| 780                    | Letter from C. F. Kaegebehn to Sigurd Andersen.   | Jan. 2, 1941   | 2772        |
| 781                    | Letter from H. Eckhoff to National Lead Co., attn. Mr. Kaegebehn.                                     | May 23, 1941   | 2774        |
| 782                    | Letter from C. F. Kaegebehn to Titan-gesellschaft m. b. H.  | May 21, 1941   | 2776        |
| 783                    | Letter from C. F. Kaegebehn to I. G. Farbenindustrie.   | June 4, 1941   | 2777        |
| 784                    | Letter from Sigurd Andersen to C. F. Kaegebehn.   | June 4, 1941   | 2779        |
| 785                    | Letter from C. F. Kaegebehn to Sigurd Andersen.   | June 30, 1941  | 2781        |
| 786                    | Radiogram from Kaegebehn-National Lead to Titan-gesellschaft.   | July 16, 1941  | 2782        |
| 787                    | Letter from Fletcher W. Rockwell, Titan Co., Inc. to I. G. Farbenindustrie.                           | July 24, 1941  | 2783        |
| 788                    | Letter Sigurd Andersen to C. F. Kaegebehn.  | Aug. 8, 1941   | 2784        |
| 789                    | Interoffice communication from C. F. Kaegebehn to George Jebsen.                                      | Aug. 19, 1941  | 2786        |
| 790                    | Radiogram from Titanco-Kaegebehn to Doitsu Senryo Gomei Kaisha.                                       | Sept. 19, 1941 | 2787        |
| 791                    | Letter from Doitsu Senryo Gomei Kaisha, to Titan Co. Inc., attn. C. F. Kaegebehn.                     | Oct. 15, 1941  | 2788        |
| 792                    | Radiogram from Titanco-Kaegebehn to I. G. Farbenindustrie.  | Sept. 19, 1941 | 2789        |
| 793                    | Letter from C. F. Kaegebehn to Sigurd Andersen.   | Sept. 26, 1941 | 2790        |

| <i>Exhibit<br/>No.</i> | <i>Description</i>  | <i>Date</i>    | <i>Page</i> |
|------------------------|---|----------------|-------------|
| 794                    | Letter from Sigurd Andersen to C. F. Kaegebehn.   | Dec. 6, 1941   | 2791        |
| 795                    | Letter from C. F. Kaegebehn to Sigurd Andersen.   | Dec. 9, 1941   | 2794        |
| 796                    | Letter from Titan Co., Inc. to Sigurd Anderson.   | Jan. 5, 1942   | 2798        |
| 797                    | Radiogram from Charles Kaegebehn to Sigurd Andersen.  | Mar. 18, 1942  | 2818        |
| 798                    | Letter from C. F. Kaegebehn to Sigurd Andersen.   | Apr. 1, 1942   | 2819        |
| 799                    | Letter from C. F. Kaegebehn to C. F. Garesche.  | Apr. 18, 1940  | 2821        |
| 800                    | Letter from C. F. Kaegebehn to C. J. Stopford, British Titan Products Co., Ltd.   | Apr. 29, 1940  | 2823        |
| 801                    | Letter from C. J. Stopford to C. F. Kaegebehn.  | May. 6, 1940   | 2826        |
| 802                    | Letter from C. F. Kaegebehn to C. J. Stopford.  | May 20, 1940   | 2828        |
| 803                    | Letter from C. J. Stopford to C. F. Kaegebehn.  | May 10, 1940   | 2829        |
| 804                    | Letter from C. F. Kaegebehn to C. J. Stopford.  | May 20, 1940   | 2832        |
| 805                    | Letter from George Jebesen to F. W. Rockwell, C. F. Garesche, C. Simon, and C. F. Kaegebehn.                            | Aug. 23, 1940  | 2833        |
| 806                    | Letter from Fletcher W. Rockwell to George Jebesen.   | Dec. 18, 1940  | 2835        |
| 807                    | Memorandum by C. F. Kaegebehn re: Temporary arrangement for handling patent matters of British Titan Products Co., Ltd. | Sept. 16, 1940 | 2836        |
| 808                    | Letter from C. J. Stopford to Titan Co., Inc.   | Dec. 30, 1940  | 2839        |
| 809                    | Letter from C. F. Kaegebehn to C. J. Stopford.  | Mar. 13, 1941  | 2841        |
| 810                    | Letter from Sigurd Andersen to C. F. Kaegebehn.   | May 8, 1941    | 2844        |
| 811                    | Letter from C. F. Kaegebehn to George Jebesen.  | July 16, 1941  | 2847        |
| 812                    | Letter from George Jebesen to Fletcher W. Rockwell.   | Dec. 29, 1938  | 2850        |
| 813                    | Memorandum signed by Bruggemann of Titangesellschaft m.b.H.   |                | 2854        |
| 814                    | Letter from George Jebesen to C. F. Kaegebehn.  | Jan. 23, 1939  | 2856        |
| 815                    | Letter from George Jebesen to Societe Industrielle du Titane.   | Feb. 17, 1939  | 2860        |
| 816                    | Notes on a conference signed by C. F. Kaegebehn.  | June 28, 1939  | 2862        |
| 817                    | Resolution by C. F. Kaegebehn.  | Aug. 30, 1939  | 2866        |

| <i>Exhibit<br/>No.</i> | <i>Description</i>  | <i>Date</i>    | <i>Page</i> |
|------------------------|---|----------------|-------------|
| 818                    | Letter from C. F. Kaegebehn to Dr. George Jebsen.   | Oct. 5, 1939   | 2867        |
| 819                    | Letter from George Jebsen to Dr. Brugge-<br>man, I. G. Farbenindustrie Akt. Ges.                                    | Mar. 22, 1933  | 2870        |
| 820                    | Letter from Titangesellschaft m.b.H. to<br>Titan Co., Inc., attn. Dr. George Jeb-<br>sen.                           | Sept. 25, 1933 | 2872        |
| 821                    | Letter from George Jebsen to Titange-<br>sellschaft m.b.H.  | Oct. 10, 1933  | 2873        |
| 822                    | Letter from S. J. Henrikssen to M. D.<br>Cole, National Lead Co.  | Oct. 17, 1933  | 2874        |
| 823                    | Letter from S. J. Henrikssen to Wm. C.<br>Beschorman.   | Feb. 23, 1935  | 2875        |
| 824                    | Letter from George Jebsen to Wm. C.<br>Beschorman.  | Apr. 26, 1935  | 2878        |
| 827                    | Letter from George Jebsen to Wm. C.<br>Beschorman.  | Feb. 2, 1934   | 2880        |
| 826                    | Minutes from Meeting held in Paris<br>March 1st and 2nd 1934, signed by C. J.<br>Ravner.                            |                | 2885        |
| 825                    | Minutes of the Second Meeting of the In-<br>ternational Sales Committee, Held in<br>London, Oct. 3rd and 4th, 1934. |                | 2892        |
| 828                    | Letter from S. J. Henrikssen to Wm. C.<br>Beschorman.   | Feb. 21, 1936  | 2911        |
| 829                    | Meeting at Brighton, June 28-30, 1937 of<br>International Sales Committee.  |                | 2915        |
| 830                    | Market Report, International Sales Com-<br>mittee, Fifth Meeting held June 1937.                                    |                | 2916        |
| 831                    | International Sales Committee meeting<br>at Brighton, 29 and 30, June 1937.   |                | 2917        |
| 832                    | Letter from George Jebsen to Wm. C.<br>Beschorman.  | Dec. 22, 1937  | 2927        |
| 833                    | Minutes of International Sales Commit-<br>tee meeting held in Francfort a/M<br>March 2nd and 3rd, 1939.             |                | 2932        |
| 834                    | Letter from Titangesellschaft m.b.H. to<br>Titan Co., Inc.  | Oct. 4, 1941   | 2935        |
| 835                    | Letter from George Jebsen to G. W.<br>Thompson, National Lead Co.   | Aug. 16, 1934  | 2936        |
| 836                    | Letter from G. W. Thompson to Wm. C.<br>Beschorman.   | Dec. 4, 1934   | 2940        |
| 837                    | Letter from J. L. Turner to Wm. C.<br>Beschorman.   | Dec. 12, 1934  | 2941        |
| 838                    | Letter from George Jebsen to Wm. C.<br>Beschorman.  | Jan. 4, 1935   | 2949        |
| 839                    | Letter from George Jebsen to Wm. C.<br>Beschorman.  | Jan. 4, 1935   | 2953        |
| 840                    | Letter from George Jebsen to Wm. C.<br>Beschorman.  | Jan. 22, 1935  | 2961        |



# INDEX

xi

| <i>Exhibit No.</i> | <i>Description</i>  | <i>Date</i>    | <i>Page</i> |
|--------------------|---|----------------|-------------|
| 841                | Letter from C. H. Rupprecht to Wm. C. Beschorman.   | Jan. 7, 1935   | 2963        |
| 842                | Letter from George Jebesen to Wm. C. Beschorman.  | Jan. 22, 1935  | 2966        |
| 843                | Letter from Wm. C. Beschorman to Dr. George Jebesen.  | Mar. 11, 1935  | 2967        |
| 843(b)             | Letter from J. Blumenfeld to C. H. Rupprecht, Krebs Pigment & Color Corporation.  | July 27, 1932  | 2969        |
| 843(a)             | Letter from C. H. Rupprecht to Societe de Produits Chimiques des Terres Rares, attn. Dr. Joseph Blumenfeld & Dr. Charles de Rohden. | May 23, 1932   | 2971        |
| 844                | Letter from George Jebesen to Wm. C. Beschorman.  | May 21, 1935   | 2973        |
| 845                | Letter from Wm. C. Beschorman to George Jebesen.  | Oct. 29, 1935  | 2976        |
| 846                | Letter from George Jebesen to Wm. C. Beschorman.  | Nov. 15, 1935  | 2977        |
| 847                | Letter (unsigned) to Titangesellschaft m.b.H.   | Nov. 15, 1935  | 2978        |
| 848                | Letter from Andreas Ravnestad, Titan Company Inc. to Titanium Pigment Co. Inc., attn. C. F. Kagebehn.                               | Dec. 9, 1935   | 2980        |
| 849                | Letter from C. F. Kagebehn to Dr. George Jebesen for Andreas Ravnestad.   | Jan. 23, 1936  | 2981        |
| 850                | Note, unsigned.   | Feb. 5, 1936   | 2983        |
| 851                | Letter from Sigurd Andersen to Titanium Pigment Co., Inc., attn. C. F. Kagebehn.  | Feb. 11, 1936  | 2985        |
| 852                | Letter from C. F. Kagebehn to Wm. C. Beschorman.  | Feb. 27, 1936  | 2986        |
| 853                | Letter from George Jebesen to Wm. C. Beschorman.  | May 25, 1937   | 2989        |
| 854                | Letter from John P. Hancock to C. H. Rupprecht, Esq.  | June 3, 1937   | 2991        |
| 855                | Letter from J. K. Jenney, of du Pont to Miss H. M. Kimble (interoffice communication).  | June 25, 1937  | 2992        |
| 856                | Letter from C. F. Kagebehn to Dr. George Jebesen.   | July 8, 1937   | 2993        |
| 857                | Letter from George Jebesen to Wm. C. Beschorman.  | July 24, 1937  | 2997        |
| 858                | Letter from W. C. Beschorman to C. H. Rupprecht, Krebs Pigments Dept., of du Pont Co.   | July 26, 1937  | 3002        |
| 859                | Letter from C. H. Rupprecht to W. C. Beschorman.  | July 27, 1937  | 3004        |
| 860                | Letter from George Jebesen to Wm. C. Beschorman.  | Sept. 16, 1937 | 3006        |

| <i>Exhibit<br/>No.</i> | <i>Description</i>   | <i>Date</i>    | <i>Page</i> |
|------------------------|--|----------------|-------------|
| 861                    | Letter from George Jebsen to Wm. C. Beschorman   | Oct. 1, 1937   | 3008        |
| 862                    | Letter from George Jebsen to J. L. Turner, Titanium Pigment Corp.                                      | Nov. 12, 1937  | 3009        |
| 863                    | Note initialed JEB to Mr. C. H. Rupprecht re conference with Dr. Jebsen—Blended Pigment Patents.       |                | 3012        |
| 864                    | Letter from John P. Hancock, du Pont, to Titan Co., Inc., attn. C. F. Kaegebehn.                       | Nov. 23, 1937  | 3014        |
| 865                    | Letter from C. F. Kaegebehn to Wm. C. Beschorman.  | May 27, 1937   | 3017        |
| 866                    | Letter from Wm. C. Beschorman to Dr. G. Jebsen.  | May 28, 1937   | 3020        |
| 867                    | Letter from George Jebsen to Wm. C. Beschorman.  | Sept. 30, 1937 | 3022        |
| 869                    | Memorandum by C. F. Kaegebehn.   |                | 3023        |
| 868                    | Minutes of monthly meeting of Board of Directors, held Oct. 27, 1937.                                  |                | 3025        |
| 870                    | Letter from C. F. Kaegebehn to Dr. G. Jebsen.  | Nov. 9, 1937   | 3027        |
| 871                    | Letter from George Jebsen to C. F. Kaegebehn.  | Feb. 2, 1938   | 3029        |
| 872                    | Letter from National Lead Co. to Dr. George Jebsen for Andreas Ravnstad.                               | Jan. 24, 1938  | 3033        |
| 873                    | Letter from Sigurd Andersen, Titan Company, Inc. to National Lead Co., attn. C. F. Kaegebehn.          | Mar. 7, 1938   | 3035        |
| 874                    | Letter from J. K. Jenney, Foreign Relations Dept. to Dr. Rose M. Davis, Patent Contracts Div.          | Mar. 1, 1938   | 3038        |
| 875                    | Letter from John P. Hancock to C. F. Kaegebehn.  | May 9, 1938    | 3040        |
| 876                    | Letter from J. K. Jenney, Foreign Relations Dept. to Miss Rose M. Davis, Legal Dept.                   | May 24, 1938   | 3042        |
| 877                    | Letter from C. H. Rupprecht to Kaegs Pigments Dept.  | July 15, 1938  | 3043        |
| 878                    | Extract from Minutes of Executive Committee Meeting #1441, held July 20, 1938.                         |                | 3045        |
| 879                    | Letter from National Lead Co. to Dr. George Jebsen for Andreas Ravnstad.                               | Apr. 20, 1938  | 3047        |
| 880                    | Letter from Andreas Ravnstad to National Lead Co., attn. C. F. Kaegebehn.                              | May 10, 1938   | 3052        |
| 881                    | Notes re du Pont situation.  | May 15, 1938   | 3056        |
| 882                    | Outline of procedures for granting licenses.   | June 1, 1938   | 3059        |
| 883                    | Memorandum of principles to govern relations between du Pont and Titan Co., Inc. in titanium industry. |                | 3061        |

# INDEX

xiii

| <i>Exhibit<br/>No.</i> | <i>Description</i>  | <i>Date</i>    | <i>Page</i> |
|------------------------|---|----------------|-------------|
| 884                    | Memorandum of conference held June 3, 1938, by George Jebsen.   |                | 3063        |
| 885                    | License agreement: Titanic—Du Pont—Reciprocal Exchange. Letter from C. F. Kaagebehn to George Jebsen. | June 6, 1938   | 3065        |
| 886                    | Memo. concerning development of license agreement between du Pont and Titan Co., Inc.                 | June 7, 1938   | 3068        |
| 887                    | Memo. from C. F. Kaagebehn re understanding between D-T. Co., Inc. and N. L. Co.                      | June 9, 1938   | 3070        |
| 888                    | Letter from John P. Hancock to C. F. Kaagebehn.   | June 13, 1938  | 3079        |
| 889                    | Letter from C. F. Kaagebehn to M. C. Cole, National Lead Co.  | June 23, 1938  | 3080        |
| 890                    | Letter from George Jebsen to C. F. Garesche.  | July 30, 1938  | 3083        |
| 891                    | Letter from George Jebsen to I. D. Hagar.   | Sept. 20, 1938 | 3084        |
| 892                    | Notes unsigned.   | Sept. 30, 1938 | 3086        |
| 893                    | Letter from National Lead Co. to George Jebsen.   | Nov. 22, 1938  | 3088        |
| 894                    | Letter from George Jebsen to C. F. Garesche.  | Dec. 22, 1938  | 3096        |
| 895                    | Letter from George Jebsen to C. F. Kaagebehn.   | Jan. 9, 1939   | 3097        |
| 896                    | Letter from John R. Hancock to C. F. Kaagebehn.   | Mar. 3, 1939   | 3098        |
| 897                    | Letter from C. F. Kaagebehn to F. W. Rockwell.  | June 12, 1939  | 3100        |
| 898                    | Letter from Sigurd Andersen, Titan Co., Inc., to National Lead Co., attn. C. F. Kaagebehn.            | June 7, 1938   | 3108        |
| 899                    | Letter from National Lead Co. to Andreas Ravnstad of Titan Co.  | June 20, 1938  | 3112        |
| 900                    | Letter from Sigurd Andersen, to National Lead Co., attn. C. F. Kaagebehn.                             | July 5, 1938   | 3113        |
| 901                    | Letter from National Lead Co. to Dr. George Jebsen for Andreas Ravnstad.                              | June 24, 1938  | 3114        |
| 902                    | Letter from C. F. Kaagebehn to George Jebsen.   | July 22, 1938  | 3116        |
| 903                    | Letter from C. F. Kaagebehn to George Jebsen.   | Aug. 3, 1938   | 3118        |
| 904                    | Letter from Sigurd Andersen to C. F. Kaagebehn.   | Aug. 24, 1938  | 3120        |
| 905                    | Letter from National Lead Co. to George Jebsen for Andreas Ravnstad.                                  | Aug. 31, 1938  | 3122        |
| 906                    | Letter from National Lead Co. to George Jebsen.   | Sept. 7, 1938  | 3124        |
| 907                    | Note on conference of May 9, 1939 signed by C. F. Kaagebehn.  | May 10, 1939   | 3126        |

| <i>Exhibit<br/>No.</i> | <i>Description</i>   | <i>Date</i>    | <i>Page</i> |
|------------------------|--|----------------|-------------|
| 908                    | Letter (unsigned) to George Jebsen.  | June 7, 1939   | 3131        |
| 909                    | Letter from Lee R. Grabill, Jr. to John P. Hancock, Legal Dept., du Pont Co. | Sept. 6, 1939  | 3132        |
| 910                    | Letter from Sigurd Andersen to National Lead Co., attn. C. F. Kaegebehn.     | Sept. 18, 1939 | 3134        |
| 911                    | Letter from C. F. Kaegebehn to Sigurd Andersen, Titan Co., Inc.              | Aug. 9, 1939   | 3136        |
| 912                    | Letter from John P. Hancock, du Pont Co., to C. F. Kaegebehn.                | Oct. 25, 1939  | 3139        |
| 913                    | Letter from J. P. Hancock, du Pont Co., to C. F. Kaegebehn.                  | Jan. 24, 1940  | 3142        |
| 914                    | Letter from Sigurd Andersen to National Lead Co., attn. C. F. Kaegebehn.     | Feb. 13, 1940  | 3144        |
| 915                    | Letter from George Jebsen to C. J. Stopford, British Titan Co., Ltd.         | Dec. 12, 1940  | 3148        |
| 916                    | Letter from Sigurd Andersen to National Lead Co., attn. C. F. Kaegebehn.     | Nov. 9, 1938   | 3152        |
| 917                    | Letter from National Lead Co. to George Jebsen for Andreas Ravnstad.         | Jan. 20, 1939  | 3156        |
| 918                    | Letter from Sigurd Andersen to National Lead Co., attn. C. F. Kaegebehn.     | Nov. 30, 1938  | 3157        |
| 919                    | Letter from National Lead Co. to J. P. Hancock of du Pont.                   | Dec. 13, 1938  | 3159        |
| 920                    | Letter from J. P. Hancock to J. B. Henrich, Jr., Titan Co., Inc.             | Dec. 21, 1938  | 3161        |
| 921                    | Letter from National Lead Co. to Nagashima Law and Patent Office.            | Dec. 22, 1938  | 3162        |
| 922                    | Letter from National Lead Co. to George Jebsen for Sigurd Andersen.          | Dec. 20, 1939  | 3163        |
| 923                    | Letter from Sigurd Andersen to National Lead Co., attn. C. F. Kaegebehn.     | Feb. 2, 1939   | 3164        |
| 924                    | Letter from National Lead Co. to J. P. Hancock.                              | Feb. 14, 1939  | 3166        |
| 925                    | Letter from J. P. Hancock to J. B. Henrich, Jr.                              | Mar. 1, 1939   | 3168        |
| 926                    | Letter from National Lead Co. to J. P. Hancock.                              | Mar. 6, 1939   | 3169        |
| 927                    | Letter from J. P. Hancock to J. B. Henrich, Jr.                              | Mar. 15, 1939  | 3171        |
| 928                    | Letter from Titan Co. Inc. to J. P. Hancock.                                 | Mar. 17, 1939  | 3172        |
| 929                    | Letter from I.G. Farbenindustrie Aktiengesellschaft, to Titan Co., Inc.      | May 9, 1940    | 3173        |
| 930                    | Letter from Titan Co., Inc. to J. P. Hancock.                                | June 20, 1940  | 3174        |
| 931                    | Letter from John P. Hancock to C. F. Kaegebehn.                              | June 27, 1940  | 3175        |
| 932                    | Letter from Titan Co., Inc. to Titangesellschaft m.b.H.                      | June 28, 1940  | 3176        |

# INDEX

XV

| <i>Exhibit<br/>No.</i> | <i>Description</i>   | <i>Date</i>    | <i>Page</i> |
|------------------------|--|----------------|-------------|
| 933                    | Letter from John P. Hancock to C. F. Kaegebehn.  | May 24, 1940   | 3177        |
| 934                    | Letter from A. Ravnstad to National Lead Co., attn. C. F. Kaegebehn.                   | June 6, 1940   | 3179        |
| 935                    | Letter from Sigurd Andersen to Dr. George Jebsen.                                      | Aug. 9, 1940   | 3181        |
| 936                    | Letter from Titan Co., Inc. to J. P. Hancock, Esq.                                     | Aug. 28, 1940  | 3188        |
| 937                    | Letter from John P. Hancock to C. F. Kaegebehn.  | Sept. 25, 1940 | 3189        |
| 938                    | Letter from National Lead Co. to Andreas Ravnstad.                                     | Oct. 1, 1940   | 3190        |
| 939                    | Letter from H. B. Eckhoff to National Lead Co., attn. C. F. Kaegebehn.                 | Oct. 11, 1940  | 3191        |
| 940                    | Letter from National Lead Co. to H. B. Eckhoff, Titan Co. A/S.                         | Dec. 5, 1940   | 3192        |
| 941                    | Letter from Titan Co., Inc., to J. P. Hancock, Esq.                                    | Dec. 5, 1940   | 3193        |
| 942                    | Minutes of Meeting held Dec. 3, 1940, signed by G. Jebsen and C. F. Kaegebehn.         | Dec. 12, 1940  | 3194        |
| 943                    | Letter from Sigurd Anderson to British Titan Products Co., Ltd., attn. C. J. Stopford. |                | 3196        |
| 944                    | Memo. of conference—Dr. Jebsen and Mrs. Kaegebehn.                                     | Jan. 31, 1941  | 3200        |
| 945                    | Letter from C. H. Rupprecht to Committee on Patents.                                   | June 3, 1941   | 3201        |
| 946                    | Letter from C. H. Rupprecht to Krebs Pigments Dept.                                    | June 23, 1941  | 3208        |
| 947                    | Letter from C. F. Kaegebehn to Dr. G. Jebsen—Mr. C. F. Garesche.                       | June 24, 1941  | 3210        |
| 948                    | Letter from Titan Co., Inc. to du Pont Co., Krebs Pigments Dept.                       | June 24, 1941  | 3211        |
| 949                    | Letter from C. J. Stopford to Titan Company Inc.                                       | Sept. 17, 1941 | 3212        |
| 950                    | Letter from National Lead Co. to George Jebsen for Andreas Ravnstad.                   | Feb. 27, 1939  | 3213        |
| 951                    | Letter from National Lead Co. to G. Jebsen for Andreas Ravnstad.                       | Mar. 17, 1939  | 3215        |
| 952                    | Letter from Sigurd Andersen to National Lead Co., attn. C. F. Kaegebehn.               | Aug. 18, 1939  | 3216        |
| 953                    | Letter from National Lead Company to George Jebsen for Sigurd Andersen.                | Aug. 28, 1939  | 3217        |
| 954                    | Letter from Sigurd Andersen to C. F. Kaegebehn.  | Nov. 14, 1939  | 3218        |
| 955                    | Letter from National Lead Co. to George Jebsen for Sigurd Andersen.                    | Dec. 8, 1939   | 3220        |
| 956                    | Letter from Sigurd Andersen to National Lead Co., attn. C. F. Kaegebehn.               | Dec. 4, 1939   | 3222        |



| <i>Exhibit<br/>No.</i> | <i>Description</i>  | <i>Date.</i>   | <i>Page</i> |
|------------------------|---|----------------|-------------|
| 957                    | Letter from Sigurd Andersen to National Lead Co., attn. C. F. Kaegebehn.    | Mar. 15, 1940  | 3224        |
| 958                    | Letter from I. G. Farbenindustrie A. G., to I. G. Leverkusen Patent Dept.   | May 31, 1940   | 3225        |
| 959                    | Radiogram from Kaegebehn to Andersen.                                       | June 7, 1940   | 3226        |
| 960                    | Radiogram from Andersen to NLT Kaegebehn Lead Co.                           | June 9, 1940   | 3227        |
| 961                    | Letter from National Lead Co. to Sigurd Andersen.                           | June 17, 1940  | 3228        |
| 962                    | Letter from National Lead Co. to Andreas Ravnstad, Titan Co. A/S.           | June 17, 1940  | 3230        |
| 963                    | Letter, National Lead Co. to Titanengesellschaft m. b. H.                   | June 17, 1940  | 3231        |
| 964                    | Letter from National Lead Co. to Titanengesellschaft m. b. H.               | June 19, 1940  | 3232        |
| 965                    | Letter from National Lead Co. to Sigurd Andersen.                           | June 19, 1940  | 3234        |
| 966                    | Letter from Sigurd Andersen to C. F. Kaegebehn.                             | July 23, 1940  | 3235        |
| 967                    | Letter from John P. Hancock to C. F. Kaegebehn.                             | July 9, 1940   | 3237        |
| 968                    | Letter from National Lead Co. to Andreas Ravnstad.                          | July 11, 1940  | 3238        |
| 969                    | Letter from Andreas Ravnstad to National Lead Co., attn. C. F. Kaegebehn.   | July 13, 1940  | 3239        |
| 970                    | Letter from H. Eckhoff to National Lead Co., attn. C. F. Kaegebehn.         | Oct. 11, 1940  | 3240        |
| 971                    | Letter from C. F. Kaegebehn to Titanengesellschaft m. b. H.                 | Oct. 9, 1940   | 3241        |
| 972                    | Letter from I. G. Farbenindustria to Titan Co., Inc. attn. C. F. Kaegebehn. | Dec. 18, 1940  | 3243        |
| 973                    | Letter from Titan Co., Inc. to C. J. Stopford.                              | Apr. 14, 1941  | 3244        |
| 974                    | Letter from C. J. Stopford to Titan Co., Inc.                               | Sept. 17, 1941 | 3245        |
| 975                    | Letter from A. Ravnstad to National Lead Co. attn., C. F. Kaegebehn.        | May 13, 1941   | 3247        |
| 976                    | Letter from A. J. Ravnstad to National Lead Co., attn. C. F. Kaegebehn.     | June 23, 1941  | 3248        |
| 977                    | Letter from National Lead Co. to Andreas Ravnstad.                          | June 26, 1941  | 3249        |
| 978                    | Letter from Titan Co., Inc. to John P. Hancock.                             | June 26, 1941  | 3250        |
| 979                    | Letter from Titan Co., Inc. to John P. Hancock.                             | Aug. 7, 1941   | 3251        |
| 980                    | Letter from Kagaku Tokkyo Jimusho to Titan Co., Inc.                        | July 11, 1941  | 3252        |
| 981                    | Letter from Titan Co., Inc. to Kagaku Tokkyo Jimusho.                       | Oct. 6, 1941   | 3253        |

# INDEX

xvii

| <i>Exhibit<br/>No.</i> | <i>Description</i>   | <i>Date</i>    | <i>Page</i> |
|------------------------|--|----------------|-------------|
| 982                    | Letter from Titan Co., Inc. to J. P. Hancock.  | Aug. 19, 1941. | 3254        |
| 983                    | Letter from C. F. Kaegbehn to J. P. Hancock.   | Aug. 22, 1941  | 3255        |
| 984                    | Letter from C. F. Kaegbehn to J. P. Hancock.   | Aug. 22, 1941  | 3256        |
| 985                    | Letter from C. F. Kaegbehn to J. P. Hancock.   | Aug. 22, 1941  | 3257        |
| 986                    | Letter from C. F. Kaegbehn to J. P. Hancock.   | Aug. 22, 1941  | 3258        |
| 987                    | Letter from C. F. Kaegbehn to J. P. Hancock.   | Aug. 27, 1941  | 3259        |
| 988                    | Letter from Titan Co., Inc. to C. J. Stopford, British Titan Products Co., Ltd.          | Oct. 9, 1941   | 3260        |
| 989                    | Letter from C. F. Kaegbehn, Titan Co., Inc. to John P. Hancock, Patent Div., du Pont Co. | Jan. 7, 1942   | 3261        |
| 990                    | Letter from C. F. Kaegbehn, Titan Co., Inc. to John P. Hancock.                          | Jan. 7, 1942   | 3262        |
| 991                    | Letter from C. F. Kaegbehn, Titan Co., Inc., to John P. Hancock.                         | Jan. 7, 1942   | 3263        |
| 992                    | Letter from C. F. Kaegbehn to John P. Hancock.   | Jan. 7, 1942   | 3264        |
| 993                    | Letter from Titan Co. A/S to Titanium Pigment Co., Inc.                                  | Mar. 14, 1927  | 3265        |
| 994                    | Letter from Vice President to George Jebsen.   | Sept. 2, 1927  | 3266        |
| 995                    | Letter from Vice President to Otto Klein.  | Feb. 16, 1929  | 3267        |
| 995                    | Letter from Otto Klein to National Lead Co., Inc.  | Jan. 30, 1929  | 3268        |
| 996                    | Letter from W. C. Beschorman to Arthur Schiffer.   | Feb. 27, 1929  | 3269        |
| 997                    | Letter from George Jebsen to Titanium Pigment Co., Inc.                                  | May 14, 1930   | 3271        |
| 998                    | Letter from George Jebsen to Evans McCarty, Esq., National Lead Co.                      | Jan. 6, 1932   | 3276        |
| 999                    | Letter from George Jebsen to Wm. C. Beschorman.  | Feb. 28, 1934  | 3279        |
| 1000                   | Letter from Wm. C. Beschorman to George Jebsen.  | Mar. 15, 1934  | 3281        |
| 1001                   | Letter from George Jebsen to Wm. C. Beschorman.  | May 29, 1934   | 3282        |
| 1002                   | Letter from "President" to George Jebsen.  | June 8, 1934   | 3287        |
| 1003                   | Letter from George Jebsen to F. M. Carter, President, National Lead Co.                  | June 26, 1934  | 3288        |
| 1004                   | Letter from George Jebsen to Wm. C. Beschorman.  | July 5, 1934   | 3292        |
| 1005                   | Inter-office correspondence, from I. D. Hagar to Wm. C. Beschorman.                      | Sept. 4, 1934  | 3293        |

| <i>Exhibit<br/>No.</i> | <i>Description</i>   | <i>Date</i>    | <i>Page</i> |
|------------------------|--|----------------|-------------|
| 1006                   | Letter from Wm. C. Beschorman to George Jebsen.  | Sept. 5, 1934  | 3295        |
| 1007                   | Letter from George Jebsen to Wm. C. Beschorman.  | Sept. 25, 1934 | 3297        |
| 1008                   | Letter from S. J. Henriksen to Wm. C. Beschorman.  | Feb. 24, 1936  | 3298        |
| 1009                   | Letter from F. M. Carter to Wm. C. Beschorman.   | Mar. 12, 1936  | 3300        |
| 1010                   | Letter from H. Gustafsson & Co. Aktiebolag to National Lead Co.                                      | May 9, 1936    | 3302        |
| 1011                   | Letter from Wm. C. Beschorman to H. Gustafsson & Co. Aktiebolag.                                     | May 22, 1936   | 3303        |
| 1012                   | Memo. from C. F. Garesche to Wm. C. Beschorman.  | May 28, 1936   | 3304        |
| 1013                   | Letter from Wm. C. Beschorman to The McGean Chemical Co.   | June 3, 1936   | 3308        |
| 1014                   | Letter from Executive Vice President (Beschorman) to N. V. Producten & Gröndstoffen HMY.             | June 3, 1936   | 3309        |
| 1015                   | Letter from Associated Inventors Inc. to Titanium Pigment Co., Inc.                                  | Nov. 17, 1936  | 3310        |
| 1016                   | Letter from Executive Vice President to Mr. Koll Biørnstad, General Secretary, Associated Inventors. | Nov. 20, 1936  | 3311        |
| 1017                   | List of companies and agents to whom enquiries for Titanium White should be addressed.               | Feb. —, 1937   | 3312        |
| 1018                   | Letter from Titan Co., Inc. to I. D. Hagar, Titanium Pigment Corp.                                   | Apr. 1, 1937   | 3319        |
| 1019                   | Letter from I. D. Hagar to George Jebsen.  | July 12, 1937  | 3320        |
| 1020                   | Letter (unsigned) to I. D. Hagar.  | Dec. 4, 1937   | 3321        |
| 1021                   | Letter from Titanium Pigment Corp. to George Jebsen.   | Dec. 15, 1937  | 3323        |
| 1022                   | Letter from I. D. Hagan to George Jebsen.  | Dec. 16, 1937  | 3325        |
| 1023                   | Letter from I. D. Hagar to George Jebsen.  | Dec. 28, 1937  | 3328        |
| 1024                   | Letter from Executive Vice President to H. Bernstorff, The Ore & Chemical Corp.                      | Jan. 17, 1938  | 3330        |
| 1025                   | Letter from H. Bernstorff to Fred M. Carter, President, National Lead Co.                            | Jan. 13, 1938  | 3331        |
| 1026                   | Letter from J. de Vleeschouwer to Titanium Pigment Corp.   | Aug. 8, 1939   | 3332        |
| 1027                   | Letter from R. G. Beck, Canadian Titanium Pigments Ltd. to C. F. Kaegbehn.                           | Dec. 17, 1939  | 3335        |
| 1028                   | Letter from National Lead Co. to R. G. Beck, Canadian Titanium Pigments, Ltd.                        | Dec. 20, 1939  | 3336        |
| 1029                   | Letter from George Jebsen to Fletcher W. Rockwell.   | Oct. 13, 1939  | 3338        |

# INDEX

xix

| <i>Exhibit<br/>No.</i> | <i>Description</i>  | <i>Date</i>   | <i>Page</i> |
|------------------------|---|---------------|-------------|
| 1030                   | Letter from C. J. Stopford to I. D. Hagar.  | Nov. 3, 1939  | 3340        |
| 1031                   | Letter from George Jebsen to Fletcher W. Rockwell.  | Mar. 12, 1940 | 3343        |
| 1032                   | Letter from I. D. Hagar to George Jebsen.   | Mar. 29, 1940 | 3348        |
| 1033                   | Letter from Silica Deposits Ltd. to Titanium Pigment Corp.                                    | Mar. 27, 1940 | 3351        |
| 1034                   | Letter initialed "C. F. G." to George Jebsen.   | Apr. 12, 1940 | 3352        |
| 1035                   | Cable from Hagar to Jebsen.   | Apr. 12, 1940 | 3353        |
| 1036                   | Cable from Jebsen to Hagar.   | Apr. 13, 1940 | 3354        |
| 1037                   | Letter from George Jebsen to Fletcher W. Rockwell.  | Apr. 18, 1940 | 3355        |
| 1038                   | Letter from George Jebsen to I. D. Hagar.   | May 9, 1940   | 3360        |
| 1039                   | Letter from I. D. Hagar to Silica Deposits Ltd.   | Apr. 19, 1940 | 3362        |
| 1040                   | Letter from I. D. Hagar to J. Gerlach, J. A. Ewing & McDonald, Inc.                           | Apr. 23, 1940 | 3363        |
| 1041                   | Letter (unsigned) to H. S. Tasker.  | May 1, 1940   | 3364        |
| 1042                   | Letter from George Jebsen to C. F. Garesche.  | May 2, 1940   | 3367        |
| 1043                   | Letter from George Jebsen to C. F. Garesche.  | May 29, 1940  | 3371        |
| 1044                   | Letter from George Jebsen to C. F. Garesche.  | June 5, 1940  | 3373        |
| 1045                   | Letter from "Mapager" to George Jebsen.   | June 7, 1940  | 3375        |
| 1046                   | Letter from C. F. Garesche to George Jebsen.  | June 21, 1940 | 3376        |
| 1047                   | Letter from I. D. Hagar to C. J. Stopford.  | Feb. 6, 1941  | 3377        |
| 1048                   | Letter from C. J. Stopford to I. D. Hagar.  | Mar. 8, 1941  | 3379        |
| 1049                   | Letter from G. W. Corddry, Titanium Pigment Corp. to George Barnes, Lewis Berger & Sons, Ltd. | Nov. 29, 1939 | 3380        |
| 1050                   | Letter from Lewis Berger & Sons, Ltd. to G. W. Corddry.                                       | Feb. 4, 1941  | 3382        |
| 1051                   | Letter from C. J. Stopford to I. D. Hagar.  | Mar. 31, 1941 | 3384        |
| 1052                   | Letter from I. D. Hagar to C. J. Stopford.  | May 1, 1941   | 3385        |
| 1053                   | Letter from The Kung Hwa Rubber Factory to Titanium Pigment Corp.                             | Mar. 27, 1940 | 3387        |
| 1054                   | Letter from I. D. Hagar to The Kwang Hwa Rubber Mfg. Co., Ltd.                                | Apr. 19, 1940 | 3388        |
| 1055                   | Letter from George Jebsen to I. D. Hagar.   | May 3, 1940   | 3389        |
| 1056                   | Letter from I. D. Hagar to George Jebsen.   | May 16, 1940  | 3391        |
| 1057                   | Letter from C. F. Garesche to Dr. George Jebsen.  | May 17, 1940  | 3392        |
| 1058                   | Letter unsigned, to Titanium Pigment Corp.  | May 25, 1940  | 3394        |
| 1059                   | Telegram from Hagar to Jebsen.  | June 3, 1940  | 3396        |
| 1060                   | Cablegram from Jebsen to Hagar.   |               | 3397        |
| 1061                   | Minutes of Board Meeting in A.S. Titania, signed by H. S. Borchgrevink.                       | June 21, 1940 | 3398        |

| <i>Exhibit<br/>No.</i> | <i>Description</i>   | <i>Date</i>    | <i>Page</i> |
|------------------------|--|----------------|-------------|
| 1062                   | Minutes of Board Meeting in A/S Titania, signed by H. S. Borchgrevink.           | July 31, 1940  | 3399        |
| 1063                   | Memo. from C. F. Garesche to George Jebesen.                                     | Sept. 12, 1940 | 3400        |
| 1064                   | Telegram from Garesche to Kuhne.   | Sept. 13, 1940 | 3401        |
| 1065                   | Telegram from Garesche to Titangesellschaft.                                     | Sept. 17, 1940 | 3402        |
| 1066                   | Radiogram from Sulfur to Titanium Pigment Co.                                    | Sept. 20, 1940 | 3403        |
| 1067                   | Letter from I. G. Farbenindustrie Aktiengesellschaft.                            | Sept. 23, 1940 | 3404        |
| 1068                   | Radiogram to Titanium Pigment Corp. from DGGMA.                                  | Sept. 29, 1940 | 3405        |
| 1069                   | Letter from C. F. Garesche to Titanengesellschaft, I. G. Werk.                   | Sept. 30, 1940 | 3407        |
| 1070                   | Letter from I. D. Hagar to Agencia Helice.                                       | Oct. 25, 1940  | 3408        |
| 1071                   | Letter from C. F. Garesche to Titanengesellschaft, m. b. H.                      | Oct. 28, 1940  | 3409        |
| 1072                   | Letter from I. D. Hagar to N. P. Malin.  | Oct. 25, 1940  | 3410        |
| 1073                   | Cablegram from Titangesellschaft to Titancy.                                     | Nov. 20, 1940  | 3411        |
| 1074                   | Letter from I. G. Farbenindustrie A. G. to Titanium Pigment Corp.                | Dec. 17, 1940  | 3412        |
| 1075                   | Letter from I. D. Hagar to I. G. Farbenindustrie A. G.                           | Feb. 7, 1941   | 3414        |
| 1076                   | Letter from I. D. Hagar to George Ube Company.                                   | May 19, 1941   | 3416        |
| 1077                   | Cable received by Mr. Miho about June 29, 1940.                                  |                | 3417        |
| 1078                   | Cable from Titanco to Garesche.  |                | 3418        |
| 1079                   | Note between "C. F. G." and "E. G."  | Aug. 23, 1940  | 3419        |
| 1080                   | Cablegram from Tennants to Hopkin Williams.                                      | Aug. 23, 1940  | 3420        |
| 1081                   | Letter from A. McKnight, C. Tennant, Sons & Co. of New York to National Lead Co. | Aug. 29, 1940  | 3421        |
| 1082                   | Letter from I. G. Farbenindustrie Aktiengesellschaft to George Jebesen.          | Sept. 2, 1940  | 3422        |
| 1083                   | Letter (unsigned) to George Jebesen.   | Sept. 4, 1940  | 3424        |
| 1084                   | Letter from C. F. Garesche to I. G. Farbenindustrie Aktiengesellschaft.          | Oct. 28, 1940  | 3431        |
| 1085                   | Letter from Titan Kogyo Kaisha, Ltd. to C. F. Garesche.                          | Oct. 31, 1940  | 3433        |
| 1086                   | Cablegram from Itanco to Garesche.   | Nov. 29, 1940  | 3434        |
| 1087                   | Cablegram from Titanox to Titanco.   | Dec. 2, 1940   | 3435        |
| 1088                   | Cablegram from Titanco to Garesche of Titanox.                                   | Dec. 18, 1940  | 3436        |
| 1089                   | Cablegram from Titanox to Titanco.   | Dec. 20, 1940  | 3437        |



# INDEX

XXI

| <i>Exhibit No.</i> | <i>Description</i>   | <i>Date</i>    | <i>Page</i> |
|--------------------|--|----------------|-------------|
| 1090               | Letter from I. G. Farbenindustrie to National Lead Company.                  |                | 3438        |
| 1091               | Cablegram from Titanox to Titanox.   | Jan. 10, 1941  | 3439        |
| 1092               | Cablegram from Titanox to Titanox.   | Jan. 10, 1941  | 3440        |
| 1093               | Letter from J. Strnad to F. J. Shirley.                                      | Jan. 29, 1941  | 3441        |
| 1094               | Cablegram from Titanox to Titanox.   | Feb. 19, 1941  | 3442        |
| 1095               | Letter from J. Strnad to M. B. Tipton.                                       | Feb. 24, 1941  | 3443        |
| 1096               | Letter from "Manager" to I. G. Farbenindustrie Aktiengesellschaft.           | Feb. 25, 1941  | 3444        |
| 1097               | Letter from J. Strnad to M. B. Tipton.                                       | Feb. 27, 1941  | 3445        |
| 1098               | Ilmenite for Titan Kogyo K. K.   | Mar. 6, 1941   | 3447        |
|                    |  | thru           |             |
|                    |  | Mar. 10, 1941. |             |
| 1099               | Cablegram from Titanox to Titan.   | Apr. 1, 1941   | 3456        |
| 1100               | Letter from C. F. Garesche to M. Fujita, President, Titan Kogyo Kaisha, Ltd. | Apr. 3, 1941   | 3457        |
| 1101               | Letter from M. Fujita to C. F. Garesche.                                     | May 27, 1941   | 3459        |
| 1102               | Letter from C. F. Garesche to M. Fujita.                                     | June 20, 1941  | 3461        |
| 1103               | Letter (unsigned) to George Jebesen.   | Sept. 7, 1939  | 3462        |
| 1104               | Letter from George Jebesen to C. F. Kaagebehn.                               | Nov. 8, 1939   | 3464        |
| 1105               | Letter (unsigned) to C. F. Garesche.   | Dec. 11, 1939  | 3465        |
| 1106               | Letter from George Jebesen to C. F. Kaagebehn.                               | Dec. 15, 1939  | 3469        |
| 1107               | Radiogram from Kaagebehn to Titanox.   | Dec. 27, 1939  | 3472        |
| 1108               | Radiogram from Jebesen to Kaagebehn.   |                | 3473        |
| 1109               | Cablegram from M. D. Cole to Jebesen of Titanox.                             | Jan. 22, 1940  | 3474        |
| 1110               | Radiogram from Kaagebehn to Titanox.   | Jan. 22, 1940  | 3475        |
| 1111               | Letter (unsigned) to George Jebesen.   | Jan. 23, 1940  | 3476        |
| 1112               | Cablegram from Jebesen to Kaagebehn.   | Jan. 25, 1940  | 3478        |
| 1113               | Radiogram from Andersen to Kaagebehn.  |                | 3479        |
| 1114               | Radiogram from Kaagebehn to Titanox.   | Feb. 1, 1940   | 3480        |
| 1115               | Radiogram from Andersen to Kaagebehn.  | Feb. 9, 1940   | 3481        |
| 1116               | Nightletter from Cole to Jebesen.  | Feb. 20, 1940  | 3482        |
| 1117               | Radiogram from — to Kaagebehn.   | Feb. 22, 1940  | 3483        |
| 1118               | Letter from H. O. Bates to George Jebesen.                                   | Feb. 23, 1940  | 3486        |
| 1119               | Letter from "Assistant to the President" to Gustave Jebesen.                 | Feb. 23, 1940  | 3488        |
| 1120               | Letter from Sigurd Andersen to C. F. Kaagebehn.                              | Mar. 4, 1940   | 3492        |
| 1121               | Letter from Hutz and Joslin to C. F. Kaagebehn.                              | Mar. 5, 1940   | 3496        |
| 1122               | Letter from National Lead Co. to George Jebesen for S. Andersen.             | Mar. 7, 1940   | 3498        |
| 1123               | Letter (unsigned) to Werner H. Hutz, Hutz and Joslin.                        | Mar. 7, 1940   | 3499        |
| 1124               | Letter from W. H. Hutz to C. F. Kaagebehn.                                   | Mar. 7, 1940   | 3500        |

| <i>Exhibit<br/>No.</i> | <i>Description</i>  | <i>Date</i>   | <i>Page</i> |
|------------------------|---|---------------|-------------|
| 1125                   | Letter (unsigned) to W. H. Hutz, Hutz & Joslin.                           | Mar. 7, 1940  | 3502        |
| 1126                   | Letter from Hutz and Joslin to C. F. Kaegebehn.                           | Mar. 16, 1940 | 3503        |
| 1127                   | Letter from Sigurd Andersen to National Lead Co., attn. C. F. Kaegebehn.  | Mar. 29, 1940 | 3504        |
| 1128                   | Letter from National Lead Co. to Sigurd Andersen.                         | Aug. 20, 1940 | 3506        |
| 1129                   | Letter from Titan Co., Inc., to I. G. Farbenindustrie Aktiengesellschaft. | May 14, 1940  | 3508        |
| 1130                   | Letter from Titan Co., Inc., to Titan-gesellschaft m. b. H.               | June 10, 1940 | 3509        |
| 1131                   | Letter (unsigned) to Hutz & Joslin.                                       | June 25, 1940 | 3510        |
| 1132                   | Letter from Sigurd Andersen to National Lead Co., attn. C. F. Kaegebehn.  | Mar. 4, 1940  | 3511        |
| 1133                   | Letter from National Lead Co. to Hutz and Joslin, attn. Werner H. Hutz.   | Mar. 28, 1940 | 3513        |
| 1134                   | Letter (unsigned) to Werner H. Hutz, Hutz and Joslin.                     | Apr. 18, 1940 | 3514        |

*Exhibit 618*

ment through subsidizing the 2 Japanese factories has proved its interest in the production of Titanium white. It is to be supposed that the Government will appreciate very highly that the Japanese factories can be relieved of the trouble of long and expensive research in order to arrive at a manufacturing process, and that it will be prepared to reciprocate by compensating us for this facility.

We will presumably have to cease our deliveries to Japan after starting the domestic production.

Further it will be necessary to make some agreement or other ~~with~~ Blumenfeld, as we need his approval of the arrangement. This can perhaps be done by reserving him a small delivery right on Japan. To judge from the import figures for last year, he has apparently supplied only 15 to 20 tons  $\text{TiO}_2$ . Another possibility might be that the Titangesellschaft increases Blumenfeld's quota in the other Non-Aussig countries against relinquishment of the export to Japan. In case of necessity we could also pay him a part of the profit which Titangesellschaft might receive from Japan.

Our turnover in Japan amounted to: in

|                  |                                  |
|------------------|----------------------------------|
| 1931             | 142 tons $\text{TiO}_2$ contents |
| 1932             | 95 " " "                         |
| 1933             | 106 " " "                        |
| one-half of 1934 | 75 " " "                         |

Dr. Raspe estimates the capital required for a factory with a capacity of 3 tons  $\text{TiO}_2$  a day to about 1.5 million Yen.

We await your early reply and will be at your service in answering any question.

Yours truly,

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Borgwardt  
(signed)

Bechmann  
(signed)

GJ/KL

p.t.

August 8, 1934.

I. G. Farbenindustrie Aktiengesellschaft  
Verkaufsgemeinschaft Chemikalien,  
Grüneburgplatz,  
Frankfurt a. Main 20.

Dear Sirs,

*Re. Titanium Dioxide Manufacture in Japan.*

I acknowledge receipt of your favour of August 1st. In view of its importance, I wish to submit the matter for New York's opinion and have sent a translation of your letter to Mr. Beschornan. I presume no definite steps will be necessary before I have his answer, and seeing from your letter that Mr. Weber-Andrae is at present in New York and has been informed, I also presume he will take the opportunity to discuss the question during his stay.

However, in order not to lose any time, I beg to state my personal views at the present state of the developments:

For the reasons and to the purpose mentioned in your letter, it seems to me necessary to make arrangements for the manufacture of Titanium in Japan. I suggest the license field to cover the same matters as in the agreement with Titangesellschaft.

The lines suggested for the capital construction and control of the company in your Alternative 1. seem satisfactory, provided the company laws of Japan are on the same lines as in Europe.

*Exhibit 618*

I suggest Alternative 2 and 3 to be altered in such a manner that the possibility is left open to take in the other 2 firms as partners or shareholders without reducing our interest below 50%, provided there is a possibility of this being one within a reasonable time.

Agreements should be made with the Japanese firms, regarding technical and commercial co-operation on the same lines as with the I. G. Farbenindustrie, to the purpose of a good co-operation and no competition in Titanium compounds.

As to the problem arisen by the Titangesellschaft being legally prevented at present to participate with cash capital, the National Lead Company or Titan Co. Inc. will, no doubt, be favourably disposed to consider this problem to the purpose of securing to our group a controlling interest or what may in reality be a controlling influence in the new enterprise. The arrangement should be such that the remuneration is in proportion to the risk.

Re your point 4. An arrangement by which we dispose of our experience to the Japanese without securing a substantial influence on the further industrial development in Japan involves considerable danger and is not tempting.

As the market is very little developed, I suggest for your consideration that T.G. m.b.H. offer to make deliveries to the Japanese enterprise on very favourable conditions until two years after the new Japanese factory has started operation. The advantage of this to the new enterprise as well as to T.G. m.b.H. is evident—in the closer combination of the interests of both.

The Japanese can take more time in finding out the best conditions for the new factory and develop the market with



*Exhibit 618*

imported material until the consumption stands in a reasonable relation to the capacity of the new factory. A period of too much over-capacity can be avoided; it will facilitate an economic development and secure the new company an income from the beginning. At the same time the Japanese interests and the Government will have the security that a Titanium factory will be erected in Japan when conditions are ripe for it and in the most economic manner.

I agree with you that the arrangement with Blumenfeld must be such that he has no capital interest in the company.

Yours very truly,

2335

2321

**Exhibit 619**

Letterhead of

**TITAN COMPANY, INC.**

No. 135

GJ/AK

Paris, May 21st 1935.

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

*Negotiations regarding the Japanese enterprise.*

Parallelly with the Japanese negotiations, the matter has been discussed with Blumenfeld, whose company, the Sté des Terres Rares, has a quota of 30% of the Japanese market according to the arrangements made (agreement not signed yet). Blumenfeld has approved of the plan and agreed to participate with us in the proportion of his quota. He will abstain from deliveries to the Japanese market and, as we have no technical cooperation with him, he has agreed that the Japanese Titanium enterprise cooperates with T.G.m.b.H. only in technical matters. In case Titaninc and I.G. call for it, he will give his experience and licenses under his patents. This option can, though, only be exercised if and when a general agreement on technical cooperation between the Blumenfeld companies and our companies is established, in which case Blumenfeld shall have information regarding improvements made in the Japanese factory, as well as a non exclusive and not transferable license under any patented improvements made by the Japanese enterprise.

*Exhibit 619*

When in New York, we thought it best to leave entirely to I.G.'s representation to handle the matter and represent us.

It is understood with Blumenfeld that he refrains from a direct contact with the Japanese enterprise. In order to secure this and in accordance with the above, the total non-Japanese participation will be handled by the Doitsu Senryo Gomei Kaisha in their name; as trustees for Terres Rares, Titaninc and eventually I.G.

The relations between these four firms have been laid down in a draft to a "pool-agreement", which I shall send you as soon as it is translated and which we all agreed upon and is intended to be signed when the agreements with the Japanese firm are completed.

The "pool-agreement" contains provisions regarding the sale of the shares to the purpose of giving the other partners a first call, under such conditions as to secure that the shares cannot well be made the object of speculation or come into the hands of the Japanese, giving them a majority, without having given another partner a fair chance to acquire them.

In accordance with your agreement with Mr. Weber-Andreae and our later talks, the pool-agreement provides that Titan Company Inc. subscribes the cash capital which normally should have fallen on I.G.'s part, and receives for this, besides the cash paid shares, also a corresponding part of the shares given in compensation for patents and good-will. The I.G. to have an option in 15 years to buy the shares at Titan Company, Inc.'s cost price, to which is to be added 5% interest, taxes and other costs of acquiring and holding the shares, and to be deducted any dividends incl. 5% interest on such.

I.G. Farbenindustrie's representation in Japan, the Doitsu Senryo Gomei Kaisha, wrote that the conditions and

*Exhibit 619*

mentality in Japan make it impossible to establish a cooperation between Tobata Imono K.K. Fuji Toryo Seizoshō, Kawasaki, and the two firms who have announced activities in the titanium line through the newspapers. Their work seems, though, not to be very much advanced.

The negotiations with Tobata Imono K.K. Fuji Toryo Seizoshō, Kawasaki, have developed along the lines we talked over last autumn. Tobata belongs to the Kuhlara concern, which is of a similar kind to the Mitsui and the Mitsubishi concerns, with large and widely spread interests. The Tobata has been handling our products for many years. It was the Titan Co. A/S's connection before T.G.m.b.H. was started. The I.G. found no reason to change this, and Doitsu informs us that the connection with Tobata has been satisfactory in every respect.

By the way, it will interest you that Blumenfeld, who some years back, visited Japan, said that the I.G. representation and the Standard Oil representation were considered to be the most important and the best established of all foreign organisations in Japan.

Agreement has been reached between Tobata and Doitsu as to the financial construction of the Japanese enterprise, in principle as follows:

The share capital to be held 50% by Tobata and 50% by Doitsu, respectively the firms which it represents. 40% of the shares to be given Doitsu in compensation for processes, patents, experience and good-will, so that Doitsu will only contribute in cash with 10%.

As total capital has been proposed 3 millions Yen. This means 300.000 Yen in cash for Doitsu, resp. 90.000 Yen for Terres Rares and 210.000 Yen for Titan Company Inc. (covering its own and I.G.'s part). The capacity of the

*Exhibit 619*

factory to be 1200 t. of  $\text{TiO}_2$  p.a. Tobata considers sufficient a total capital of 1,500,000 Yen. The necessary amount cannot be ascertained before the plans of the factory are ready and the nearer conditions under which the factory is to be erected have been fixed.

We have informed Doitsu that sufficient cash capital must be secured for the erection of the factory and the necessary working capital as we will not risk by insufficient capital at the start to have to provide cash capital later in a proportion different from the above agreed upon principle. A share capital which does not provide the amount necessary for the enterprise should only be accepted if the exceeding requirements can be satisfied by a long term loan at low interest and provision for further contribution from the shareholders in proportion originally agreed upon for repayment of the loan if necessary.

The Japanese enterprise to have as territory Japan, its Colonies and Mandated Territories as at present constituted, and Manchukuo, the geographical extension of which is to be nearer defined.

The license agreement to be made on the general lines of our other license agreement. I have had a considerable work in giving Mr. Borgwardt detailed information of the lines of our license agreements, for his instructions to Doitsu, and we are now awaiting a draft from Doitsu.

Also Blumenfeld pointed out that the Japanese mentality is so different from ours, that the enterprise must be considered as an experiment.

Trusting the above has your approval, I am, with kindest regards,

Yours very truly,

G. JEBSEN



2325

Exhibit 620

Letterhead of  
TITAN COMPANY, INC.

No. 146.

Paris, June 22nd, 1935.

GJ/AK

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

I refer to my letter of May 21st regarding Blumenfeld's change of attitude as to the cooperation in the Japanese enterprise, requesting a right to technical developments by the Japanese enterprise.

In the beginning of June Mr. Borgwardt had a conference with Blumenfeld, with the result that Blumenfeld would refrain from a right to such technical developments, with the exception of developments of an entirely new principle character and not based on our experience. Borgwardt objected that it would be impossible to decide and agree upon developments to be of this nature. Blumenfeld declared that he was willing to accept I.G.'s judgment as to whether such developments or inventions were independent of previous experience.

Last Monday I had a conference with Dr. Kühne, Mr. Weber-Andreae, Mr. Borgwardt and Dr. Raspe in Levenskusen.

Weber-Andrae emphasized that this demand from Blumenfeld was reasonable, and suggested that it should be accepted. Both he and Kühne considered it very remote that a case of this kind should arise.

I told them that we could not make such an arrangement without the agreement of our associates. I agreed, though, to put the matter before you and B.T.P., and requested for this purpose a proposal for the formulation of a corresponding clause. I put forward various instances of developments, asking Dr. Kühne what his decision would be in these cases. His opinion did fall in line with mine and I finally asked him to send me a note explaining as far as he could, what kind of cases should be considered to represent the principally new and independent developments, telling him that this was only for use between our associated companies as a help in any discussion within members of our group. Dr. Kühne agreed to do so. Personally I believe this will be a somewhat difficult matter and presumably mostly be done by illustrations of various cases.

*Re Conventions Agreements between the Blumenfeld group and our group for countries outside North America and the British Empire.*

These agreements should now have been signed. For taxation reasons, Blumenfeld wished to take them with him on a visit to Italy, in order to sign them out of France.

During Blumenfeld's absence I received a letter from Montecatini informing me that they had signed the agreement with cancellation of Clause 5, which has the consequence that Montecatini will maintain their export of 250—275 tons of  $\text{TiO}_2$ , even if the Italian market can take more than 1500 tons.

2327

*Exhibit 620*

This means that Montecatini will not maintain the agreement which was initialed last autumn and agreed to subject to the Board's approval and which later, by letter, they informed us they were ready to definitely sign.

Blumenfeld has just returned in these days and I have not been able to get him in his office.

It was agreed in Leverkusen, in the above mentioned matter, that we should await information from Blumenfeld before we decide our attitude.

Of these 275 tons, a quantity of ca 163 tons is to Blumenfeld's charge and ca 112 tons to the charge of our group.

Mr. Stopford has sent me a copy of his letter to you of June 19th concerning our London conversations with Laporte.

I take it from his letter that the Memo he has enclosed is the one sent to Laporte. From your information, I enclose further two Memos:

- 1) concerning discussion between Tasker, Thompson, Stopford and myself, previous to the Laporte meeting (Barley, Robinson and Wilkins could not meet).
- 2) concerning the meeting with Laporte.

You will note from the first Memo, that the Blumenfeld and Laporte situation was considerably discussed. It appeared that both Tasker's and Stopford's attitude showed a considerable inclination to arrangements for a cooperation with Blumenfeld all round. Tasker was of the opinion that with the international organization and cooperation we build up, Blumenfeld will have the advantage of riding on our back and make himself expensive. This is of course so,

*Exhibit 620*

but, as I pointed out, the question is to develop the matter so, that our relations with Blumenfeld, in whom most people have not much confidence, would not lead to a general disturbance of the cooperation. At present, anyhow, an arrangement with Blumenfeld without Laporte or with Laporte without Blumenfeld, for the British Empire, might lead to a very high price when both are taken in.

Our conversation with Laporte's was somewhat of a disappointment. The reduction in the prices made no doubt a very deep impression, although the Laporte people were careful not to express themselves.

On the question of discussions between you, Stopford and Weber in U.S.A., the Laporte people were very reticent and showed little reaction to our reference to these,

A quota was not mentioned.

After the meeting O'Brien mentioned to Tasker that he only had been informed about previous conversations in U.S.A. the day before, and he was wondering if he knew half of what had occurred.

---

Also in Leverkusen at the above mentioned meeting, there was a decided inclination from Weber-Andrae's and Kühne's side to come to an arrangement with Blumenfeld as to a general technical cooperation, and Weber-Andrae expressed very definitely the opinion that Blumenfeld would change entirely if he was treated with full recognition, and referred to his experience in another business.

I report this to you so extensively, because these questions will no doubt be the subject of discussions upon your next visit this autumn, and will appreciate if you will think the matter over.

2329

2343

*Exhibit 620*

As soon as I receive the above mentioned papers regarding the Japanese matter, I will send them to you.

Mr. Weber-Andreae expressed the wish to have a cable reply if the proposal would be acceptable to you, in view of the repeated delays in the Japanese negotiations and the advisability of making progress.

With kindest regards,

Yours very truly,

G. JEBSEN



2344

2330

**Exhibit 621**

Letterhead of

**TITAN COMPANY, INC.**

No. 153.

GJ/AK

Paris, July 9th 1935.

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

Referring to my letter of June 22nd No. 146, I enclose translation of a proposal from I.G.—somewhat modified on my suggestion—to a clause concerning those future technical developments of the Japanese enterprise to which Blumenfeld should have a right besides our group.

I also enclose a translation of a letter from Dr. Kühne to Mr. Borgwardt regarding his view on the character of the developments which, at the present stage of the technical experience of our group, should be considered to come under the clause. Addressing the letter to Mr. Borgwardt has the purpose of making it less official.

If we accept the clause, it will mean a further step in the direction of a future technical cooperation with Mr. Blumenfeld—even if the possibilities of such new developments from the side of the Japanese are rather remote.

*Exhibit 621*

You will note from my letter of June 22nd that Mr. Weber Andreae expressed the wish to have a cable reply if their proposal would be acceptable to you. From a later talk with Mr. Borgwardt, I understand that the License Agreement has not been developed so far that an answer to this question should be so pressing and if you feel it is better to postpone your answer until we have met in Paris, I think this can be done without causing any harm. If, however, you have no hesitation in the matter, I should appreciate a cable from you to Norway.

I am going to discuss the matter in London with the B.T.P. people on Friday and, if it should meet opposition there, I shall cable you—otherwise not.

As regards Dr. Kühne's letter, you will note that he mentions the substitution of calcination by heating under pressure. This is a new development on which T.G.m.b.H. is working together with the I.G. The I.G. has tried it on Lithopone with good results and the experiments on Titanium are very promising as regards hiding power.

Nobody can yet tell what importance this development may have. It will chiefly depend on the physical properties of the pigments, which may be very different as to oil absorption, dispersion, wetting power, etc. Hitherto the experiments on Titanium have been on a very small scale, so these qualities could not be satisfactorily investigated.

Dr. Raspe is preparing a proposal for an experimental plant of semi-industrial size, treating some hundred kilograms per day.

Please treat this matter confidentially.

With kindest regards,

Yours very truly,

G. JEBSEN

2346

2332

**Exhibit 622**

Letterhead of  
**TITAN COMPANY, INC.**

No. 179

Paris, February 3rd 1936.

GJ/AK

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

*Re Japanese enterprise.*

Mr. Splittgerber of the Doitsu Senryo Gomei Kaisha (the representation of the I.G. in Japan) arrived here in Europe about December 1st, and this has brought the negotiations regarding the above matter considerably forward.

You know that these negotiations have taken a considerable time and Mr. Splittgerber strongly pointed out that the Japanese were beginning to wonder. Doitsu and the Japanese had agreed on all principal questions and Doitsu had been waiting for definite instructions as regards the details of the agreement. The Japanese were ready to send an expert, and he urged the necessity of proceeding quickly with the matter.

Leverkusen would not show the factory or give technical information before the Japanese are under agreement with us and, in view of our arrangements being dependent

## Exhibit 622

on our agreement with Blumenfeld, it was necessary first of all to have this last definitely established.

Several meetings have taken place in Frankfurt and here in Paris, the result of which are agreements, copies of which I enclose.

I suppose you will find them rather complicated, but please have in mind that many interests are involved and have to be looked after.

The agreements are at present initialed by Mr. Blumenfeld, Mr. Borgwardt, Mr. Mayer-Wegelin (a lawyer of the LC) and myself. They have to be approved by the various boards, but there is no reason to believe that this will not take place as regards the European companies and, as they are on the lines we have discussed (and you have agreed to), I trust they will also have the approval of Titan Company Inc.'s board. They were a week ago sent to Doitsu in Japan, which will act on them towards the Japanese firm, and it is expected by Mr. Splittgerber that they will be accepted without difficulty and the Japanese will then immediately send their engineer to Leverkusen. *This is expected to take place about the 20th of February and I should much appreciate if you, within that time, will cable me New York's opinion and, I hope, approval.* If you, against expectation, should have any objection, it would be necessary to cable Doitsu to stop the proceedings.

Mr. Splittgerber spoke highly of the Japanese firm, which has been the sole purchaser and distributor of our Titanium Pigments hitherto. It is a concern of considerable importance, although not belonging to the largest concerns like Mitsui or Mitsoubishi.

The man Doitsu particularly is dealing with is Mr. Fujita, a chemist and businessman who is interested himself in Titanium since early 1920. He did in fact visit Fredrik-

## Exhibit 622

stad once when I was absent and was Titan Co A/S's connection before Titangesellschaft was formed and took over the Japanese market. Mr. Fujita is the head of a firm by name of Kokusan Kogyo Kabushiki Kaisha, Tokyo, in which is merged his previous firm, Tobata Imono K.K. Fuji Torio, Seizosho.

The Kokusan Kogyo belongs to a group by name of Nippon Sangyo Concern, which has its main interest in the iron and steel industry and the head of which is a brother of Mr. Fujita.

Enclosed are:

The *Pool-Agreement* (in German with English translation) in duplicate

The *Guaranty-Contract* (in German with English translation) in duplicate.

The *Pool-Agreement* deals with the relations between Titan Company Inc., I.G. Farbenindustrie Akt.Ges., Sté de Produits Chimiques des Terres Rares and Doitsu, regarding the financial conditions (shareholding), and the formation of a consortium between the European and the American firms (to be represented by Doitsu) forming a block to act jointly towards the Japanese firm.

Annexed to this is "B"—a draft in English of an agreement indicating the principal lines on which the Japanese firm should be formed. As we are not familiar with the Japanese laws, it has been left to Doitsu to develop this agreement.

The *Pool-Agreement* contains substantially the same as the draft sent you by Mr. Henrikssen on June 7th, except that we have eliminated in articles 1 and 2 the stipulations regarding the technical and commercial cooperation.



*Exhibit 622*

which are dealt with in the Guaranty-Contract, and you will find the stipulations for duration expressed in a definite way, however meaning the same as intended in the first draft.

As regards the financial obligations we undertake, I refer to the enclosed memorandum.

The *Guaranty-Contract* establishes the technical and commercial relations between the European-American firms and Doitsu, as well as the relations to be established with the Japanese firm Kokusan Kogyo (and the Nippon Sangyo Concern) and the Titan Kogyo, which last is to be the joint Japanese enterprise. It is intended that the Kokusan Kogyo play a similar role towards Titan Kogyo and the European-American group in Japan, as I.G. does towards Titangesellschaft and us in the German's territory.

The annex "C" lays down the relations between Kokusan Kogyo and Titan Kogyo, and thus indirectly towards the European-American group, concerning technical developments, markets and similar questions, and it is on similar lines as the one between the I.G. and Titangesellschaft.

The annexed License Agreement "D" concerns the co-operation between the European-American group and Titan Kogyo. This is built on the lines of our various License Agreements. It varies from these as per annexed memorandum. The variations are caused by the specific conditions in this case. They have been submitted to the Board of the British Titan Products Company, and approved. Please arrange for the Titanium Pigment Co.'s approval of same.

As regards our relations to Doitsu, you will note that there is no provision for their termination. You will, how-

2350

2336

Exhibit 622

ever, also note that I.G. has accepted the responsibility for Doitsu.

As Japan belongs to the territory of Titangesellschaft, a termination clause is so involved with our agreements with the I.G. and Titangesellschaft, that I considered it impracticable. Blumenfeld even emphasized that there should be no such termination clause and if we had insisted on something on that line it would have brought up a lot of questions between Blumenfeld and ourselves, and we considered it better to have Blumenfeld bound as far as possible with regard to the Japanese enterprise.

When initialing the agreements, Blumenfeld pointed out that the Fabriques de Produits Chimiques de Thann et de Mulhouse is going jointly with Sté de Produits Chimiques des Terres Rares in these matters, so that the name of Terres Rares, wherever it appears alone in the agreements, signifies both Terres Rares and Thann. This has been confirmed in a letter from him and accepted by I.G. and myself.

I also enclose translation of a loyalty clause, which Blumenfeld requested and the Germans considered to be of advantage, as it would, in case of disagreements, establish that the agreements should be interpreted according to their spirit more than according to their wording.

Hoping that everything will meet with your approval, I am, with kindest regards,

Yours very truly,

G. JEBSEN

2337

*Exhibit 622*

P.S.—In connection with the Memorandum regarding the deviations from the 1920 agreement, I beg you to note that Titan Kogyo cannot export any of its products within the Licensed Field outside its territory, without Doitsu's permission, which again means without the permission of Terres Rares and Thann, as well as Titaninc, I.G. and Titangesellschaft.

We have reserved the right to appoint Titanium Pigment Co. agents for North America, but this can only be applied as a measure preventing import or subject to the above.

## MEMORANDUM

RE FINANCIAL OBLIGATIONS RESULTING FROM THE  
POOL-AGREEMENT

—:—:—:—:—:—:—:—

Titan Kogyo's share capital . . . . . Yen 1.500.000.—

Of this, the Euro-  
pean, - American  
group . . . . . Yen 750.000.—

Payment for tech-  
nical support and  
goodwill . . . . . " 600.000.—

To be paid in cash Yen 150.000.—  
= ca \$43.750.—

Titanine (I.G.'s and its  
own part) . . . . . 70% = ca \$30.625.—  
Blumenfeld group . . . . 30% = " \$13.125.—

The Titan Kogyo will at its start have at disposal in  
cash Yen 900.000.— Is this capital sufficient?

We are somewhat in the dark as to the amount of capital  
necessary in order to erect the factory. A definite esti-  
mate can only be arrived at after a cooperation has been es-  
tablished between the Japanese and ourselves, permitting  
an exchange of technical knowledge.

Dr. Raspe and the I.G. construction department in  
Leverkusen have estimated the cost of a factory under Ger-  
man conditions to Mk.1.500.000.— including provision for  
steam plant, refrigeration plant, workshop, transport ar-  
rangements and various. At the present rate of exchange  
this corresponds to Yen 2.143.000.—

*Exhibit 622*

This factory is however for a normal production of 1500 tons  $\text{TiO}_2$  with buildings and various installations for a larger production. Recent developments of the sale indicate justification of a larger factory.

The Japanese emphasize the above amount to be far too high and Mr. Splittgerber estimates the purchasing power of a yen in Japan to be approximately equal to Mk.2.—(corresponding to the old par value), which gives Yen 750.000.—

I have recently, in connection with the Naval Conference in London, seen stated that in estimating the costs of building war-ships the purchasing power in U.S.A., England and Japan are in the relation: 15/20 dollars in Japan = 30.dollars in England = 50 dollars in U.S.A.

On this basis, a Japanese factory should cost 50-67% of an English factory.

|   |            |
|---|------------|
| Our Billingham factory for 2400 t. $\text{TiO}_2$ |            |
| costed .....                                      | £150.000.— |
| enclosing the site. Adding for power station,     |            |
| steam plant and various .....                     | " 25.000.— |
|   | <hr/>      |
| we arrive at .....                                | £175.000.— |

A factory for 1000 t.  $\text{TiO}_2$  should then cost perhaps £100.000.— in England, and in Japan £50.000 to 67.000 = Yen 833.000 to 1.130.000.—

On my last visit in New York I mentioned the possible cash investment necessary for I.G. and ourselves to be approximately \$80.000.—

GJ/AK  
3.2.1936.



COPY

## M E M O R A N D U M

The arrangements with the Japanese and the Blumenfeld group vary from the lines laid down in the 1920 agreement as to the following principal points:

1) *Licensed Field*, which is defined as follows:

The term "Licensed Field", wherever herein employed, means and includes:

- a) all methods, processes and apparatus in the field of manufacture of all titanium compounds, containing two per cent. (2%) or more of the element titanium in a chemically, mechanically or physically combined state and mixtures thereof, which can be used as pigments, whether or not adapted for other uses, and
- b) all such titanium compounds and mixtures, which can be used as pigments whether or not adapted for other uses.

2) *No obligation of mutual access to the factories of the Japanese venture and the various licensees of the Titan. Company Inc. (respectively Tiangesellschaft).*

3) *The rules for the exchange of patent applications have been changed for practical reasons in view of the considerable distance and time necessary for correspondence with Japan (see License Agreement "D", article 5-A) and b)).*

*Exhibit 622*

- 4) *Should inventions be put at the disposal of Titan-gesellschaft, I.G. or Titanine by the Japanese enterprise as regards matters in the Licensed Field or the application of Titanium Pigments, which in no way are based on the experience and information of Titangesellschaft and establish something new in principle, such inventions shall be placed at the disposal of Terres Rares and Thann in the same way as it is done for Titangesellschaft and Titan Company, Inc.*

It is agreed that the I.G. Farbenindustrie shall decide in a form binding for all parties concerned, whether an invention made in the new Japanese factory is new and independent in the above sense. None of the parties shall be entitled to protest against this decision.

Further, should Titan Kogyo acquire from a third party inventions within the Licensed Field or regarding the application of Titanium pigments, then such inventions should also be placed at the disposal of Terres Rares and Thann for all countries outside the territory of the Japanese enterprise, at self cost.

(Signed) G. JEBSEN

## Exhibit 623

Letterhead of

TITAN COMPANY, INC.

Paris, March 4th 1936,

SJH/AK-

M.D. Cole Esq.  
Secretary  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Cole,

*Japanese contracts.*

Upon leaving for Norway, Dr. Jebsen asked me to acknowledge with thanks receipt of your letter of February 19th, informing you that the proposed resolution for adoption by the Board of Titanium Pigment Co. Inc. is perfectly agreeable to him.

As to the resolution to be adopted by Titan Company Inc., Dr. Jebsen would submit for your consideration the following points:

1 (a) On page 2 the 4th line read:

“and by the transfer to said Titan Kogyo of  
“certain patents and patent rights and the busi-  
“ness. . . .”

because transfers of patents and patent rights of  
Blumenfeld are not provided for but only an option  
on a transfer at conditions not stipulated,

*Exhibit 623*

1 (b) It might be clearer if it is said:

"for the exercise by Doitsu on behalf of the parties to said Pool Agreement of all rights of ownership . . .".

2(b) Cancel the word "corresponding", and read:

"stipulating the rights and obligations . . .".

Referring to Dr. Jebesen's letter of February 3rd to Mr. Beschorman, at the bottom of page 3, I beg to enclose translations of Mr. Blumenfeld's letter of January 20th and Dr. Jebesen's reply of February 4th, accepting that Thann be a partner together with Terres Rares.

It occurs to me that this is a point that might be mentioned in the minutes, for instance in the form of a resolution reading somewhat as follows:

"Resolved that whenever is mentioned the Société de Produits Chimiques des Terres Rares in the above mentioned Pool Agreement and the Guaranty Contract, this designation means and included Société de Produits Chimiques des Terres Rares and Fabriques de Produits Chimiques de Thann et de Mulhouse."

You will note that Thann is a partner to the Guaranty Contract but that, as Thann should be a partner to the Pool Agreement, Thann should be referred to in the introduction of the Guaranty Contract where reference is made to the parties of the Pool Agreement.

Please consider the above points merely as suggestions to be taken into account if you find it desirable to do so.

Looking forward to your reply, I am

Yours very truly,

S. J. HENRIKSEN

**Exhibit 624**

RESOLVED, that this corporation hereby consents to the provisions of those two certain proposed agreements between Titan Company, Inc., (successor in interest to Titan Co. A/S under Agreement between this corporation and said Titan Co. A/S dated July 30, 1920), Doitsu Senryo Gomei Kaisha, of Kobe, Japan, and others, and between said Doitsu and Titan Kogyo Kabushiki Kaisha, of Kobe Japan, relating to the exchange between said Titan Company, Inc., and said Titan Kogyo, through said Doitsu, of licenses and other patent rights with respect to the manufacture and sale of titanium compounds within the respective territories therein specified, substantially as embodied in the forms enclosed with Dr. Gustav Jebsen's letter to Mr. W. C. Beschornian dated February 3, 1936 and submitted at this meeting, particularly in so far as the definition of "Licensed Field" as embodied in said proposed agreements, the omission therefrom of provision for mutual access to manufacturing plants, the provisions thereof for the exchange of patent applications, the provisions thereof for the grant by said Titan Kogyo in certain cases to certain named parties not themselves licensees or sublicensees under said Agreement of July 30, 1920, of licenses and/or other patent rights with respect to inventions developed or acquired by it, and other provisions of said proposed agreements, vary from the exact requirements of said Agreement of July 30, 1920.

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J. F. H. Dow, Secretary of TITANIUM PIGMENT COMPANY, INC., a corporation of the State of Maine having a



*Exhibit 624*

principal place of business at 111 Broadway, New York City, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Board of Directors of said corporation at a regular meeting thereof duly held on the 25th day of February, 1936, at which a quorum was present and voting throughout, as the same appears of record in the minutes of said meeting, and that said resolution is now in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said corporation this 3rd day of July, 1936.

s/ M. Dow  
Secretary.

## Exhibit 625

TITAN COMPANY, INC.

7 West 10th Street

Wilmington, Delaware U. S. A.

/AK

Paris, May 4th 1937.

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

Enclosed please find in English translation:

- 1) Minutes No. 29 from Board Meeting in Titangesellschaft, held at Leverkusen, February 2nd and 3rd, 1937.
- 2) Minutes from Partners' Meeting held at Leverkusen, March 23rd 1937, together with Balance Sheet mentioned in the minutes.

Yours very truly,

s/ S. HENRIKSEN

*Same letter sent Mr. Cornish.*

February 3, 1937

MINUTES FROM CONFERENCES RE TITANIUM  
WHITE MATTERS AT DEVERKUSEN,  
FEBRUARY 2ND AND 3RD 1937.

Present: Dir. Dr. Kühne  
Dir. Dr. Jebsen  
Dir. Dr. Bruggemann  
Koziol  
Hanssen (2.2.1937)  
Borgwardt (3.2.1937)  
Dir. Dr. Raspe  
Schwenk (2.2.1937)

\* \* \* \* \*

[Sections 1 through 9, eliminated.]

- 10.—The letter from Titan Company Inc., Paris, of 30.12.1936, concerning the license agreement between the American Zirconium Corp. and the Titanium Pigment Co. was submitted. According to that letter, the licensed field is limited to Titanium White compounds which can be used as pigments, and to processes, apparatus, etc., for the production and use of same. This was acknowledged and the letter was attached to the present minutes.
- \* \* \* \* \*

[Section 11 eliminated.]

- 12.—Borgwardt was asked to look into the inquiry received from Aussig concerning an extension of the agreement

## Exhibit 625

and to grant such extension, if possible, with a reduction of the Aussig quota.

- 13.—Borgwardt is authorized to grant Doitsu permission to pay the balance on the Japanese participation. In view of the fact that Blumenfeld has not yet agreed to pay immediately and that the German partners cannot assume any financial responsibility on account of currency regulations, Dr. Jebesen is willing to agree that Titan Company Inc. assume the guaranty towards Doitsu. Should Blumenfeld, contrary to expectations, not pay at all, the 50:50 arrangement, according to agreement between Titan Company Inc. and I. G. will be extended to the entire capital.

\* \* \* \* \*

[Section 14 through 16, eliminated.]

- 17.—Dr. Jebesen agreed that the royalty due on the stock in Leverkusen on Dec. 31, 1936, amounting to RM.47.027.00 be divided between Titan Co. and Titangesellschaft in proportion to the purchases in 1936, and that Titan Co.'s share amounting to RM.12.673.78 be debited Titan Company Inc. as per 31.12.1936 Titangesellschaft's share amounting to RM.34.353.22 shall be carried forward and booked to the charge of 1937.

(Sign.) Kühne Brüggemann

" Jebesen Raspe

2349

**Exhibit 626**

Letterhead of

**TITAN COMPANY, INC.**

Paris, December 18th 1937.

/AK

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

Enclosed please find in English translation:

Minutes No. 31 and 32 from Board Meetings in Titan-  
gesellschaft, held August 18th and 19th and Sep-  
tember 11th, 1937.

" From Board Meeting in Société Industrielle du  
Titane, held November 3rd 1937.

The forwarding of the minutes of Titangesellschaft has  
unfortunately been delayed, as it was necessary to await  
Dr. Kühne's return from America to get his approval.

Yours very truly,

S. J. HENRIKSEN

*Same letter sent Mr. Cornish.*



*Translated from German.*

Minutes No. 31.

August 20th 1937.

MINUTES FROM CONFERENCES RE  
TITANIUM WHITE MATTERS  
AUGUST 18TH AND 19TH 1937.

Present: Dir. Dr. Kühne  
Dir. Dr. Jebsen  
Dir. Beschorman  
Dir. Borgwardt  
Koziol (part time)  
Dir. Dr. Raspe

- 1.) The position of the late Mr. Schwenk can not be definitely filled immediately. For the present, Mr. Koziol will place one of his assistants at the disposal of the Titanium factory.
- 2.) Dr. Kühne discusses the amount to be paid to support Mr. Schwenk's widow.
- 3.) Mr. Borgwardt advises of the following:
  - a) Blumenfeld has again asked for a delay with regard to his payment for Japan, amounting to Yen 45,000.—He motivated his request by the fact that in view of political developments in the East he would like to await a further devaluation of the Yen. Blumenfeld wants to wait for the report of a man who is now on his way to Japan on his behalf. Borgwardt suggests that, since the Japanese are claiming payment, Blum-

*Exhibit 626*

enfeld should be seriously called upon to make the corresponding payment. Borgwardt is authorised again to strongly press for payment. Further, our Japanese agents must be advised of the visit of Blumenfeld's representative and be given definite instructions with regard to negotiations.

- b) During the negotiations concerning deliveries of Laporte to the "Non-Aussig" countries, Borgwardt gained the impression that, on account of the information supplied, he could no longer trust Blumenfeld entirely. Borgwardt asks what his further attitude should be and whether he can allow the relations to come to a rupture.

Until further, the firm attitude towards Blumenfeld is to be maintained. Dr. Jebsen requests that a statement showing the various deliveries made by Laporte be submitted at the next meeting in Paris, so that the matter can be discussed again.

- c) Borgwardt raises the question as to what our attitude towards Blumenfeld should be in case of a possible increase of capital of the Japanese factory. This is also to be discussed again in Paris.

- 4.) Borgwardt advises that our Japanese associates have offered to transfer (to Titan Kogyo) the sulphuric acid factory which has been erected near the Titanium factory. Before a decision can be taken in this respect

*Exhibit 626*

the necessary data have to be secured soonest possible from Doitsu and Dr. Gretzer, showing under what conditions raw materials (Pyrites) can be secured in Ube for the manufacture of sulphuric acid and what the general situation is with regard to sale of sulphuric acid and especially in respect of the quantities that can not be taken over by the Titanium factory.

5.) Borgwardt reports that so far his endeavours in view of inducing Aussig to reduce the quota payments voluntarily have been in vain. In view of the important payments that are to be made to Aussig under the present circumstances, heavy quota, Borgwardt puts forth for discussion the question as to whether the convention should be denounced as per the end of 1938, in case Aussig should not yield. Although no decision is taken in this question, Borgwardt is authorized to continue the negotiations.

6.) Dr. Raspe advises that, according to information received from Dr. Gretzer, the Japanese factory will start operations at the beginning of November. Dr. Weise will therefore leave for Japan via America on September 3rd this year. He will study conditions in the American Titanium White factory beforehand.

7.) Dr. Raspe advises that, in respect of the license arrangements between the National Lead Company and DuPont, Mr. Beschorman has made a suggestion which is outlined in the letter from Mr. Beschorman to Dr. Jøbsen of May 28th 1937:

"National Lead Company undertakes to carry  
"the charges of all compensation, monetary or in

*Exhibit 626*

"kind, for licenses granted to Titan Co. Inc. and  
"its associated companies outside of the United  
"States and Canada.

"We will endeavour when requested to do so by  
"Titan Co. Inc. and/or its associates, to obtain  
"exclusive licenses in place of non-exclusive li-  
"censes within the "Licensed Field" now provided  
"for in certain agreements.

"On the other hand, National Lead Company  
"shall retain for itself any compensation, mone-  
"tary or in kind, for licenses which its licensees  
"are granted under United States patents owned  
"by Titan Co. Inc. and by its licensees or sub-  
"licensees other than the National Lead Company.  
"The terms and conditions other than compensa-  
"tion, monetary or in kind, for the licenses  
"granted to its United States associates, or given  
"by them, will continue to be subject to approval  
"of the parties interested.

"We shall appreciate if you will submit the above  
"to our European associates and inform us of  
"their views."

The suggestion was accepted.

8.) The Titangesellschaft agrees to DuPont's suggestion concerning the English DuPont patent No. 464.836 "Blended Pigments", subject to investigation by the patent department.

9.) The Canadian agreement will be definitely discussed in Paris.

*Exhibit 626*

- 10.) Dr. Raspe advises that a fortnight ago operations in the first step of extension of the factory were successfully started. For the first time 30 tons of  $\text{TiO}_2$  are being manufactured daily. The plant for a production of 45 to 50 tons of  $\text{TiO}_2$  daily has all been ordered and is being installed. However, as a result of the scarcity of iron, the completion will meet with considerable difficulties.

It was agreed that a further increase of the production capacity is necessary and Dr. Raspe was requested to submit proposals to that effect as soon as possible, in order to avoid unnecessary delays in erection.

- 11.) Until further the production is to be run up to full capacity, in order to fill up the stocks.

\* \* \* \* \*

(Bottom of page 3, all of pages 4 and 5 eliminated)



2355

Exhibit 626

Translated from German.

Minutes No. 32.

September 13th 1937.

MINUTES FROM CONFERENCES RE TITANIUM WHITE  
MATTERS, IN PARIS, SEPTEMBER 11TH 1937.

Present: Dir. Dr. Kühne  
Dir. Dr. Jebsen  
Henrikssen  
Dir. Borgwardt  
Dir. Dr. Raspe.

- 1.) Dr. Jebsen stated that Mr. Hanssen will give up his work at the Titangesellschaft in the near future, because he will be transferred to the Paris Office. A Mr. Lief F. Neraal has been engaged in his place.

Borgwardt will get in touch with the colour department with regard to this gentleman and inform Dr. Jebsen of the result.

Dr. Raspe asked that Mr. Hanssen's transfer to Paris be postponed until the successor for Schwenk has started work and is broken in.

- 2.) Dr. Raspe submitted Rodens' suggestion: to divide the office of the Titangesellschaft into a bookkeeping department and another part which would include a secretarial, a shipping, a purchase and a sales department. The gentlemen present were against such splitting up. The office is to be managed by one man as heretofore. However, Dr. Raspe will talk to Dr. Brüggemann regarding the possibility of an extension of Mr. Rodens' activities.

- 3.) The application of Hastenrath for a position as technical employee of I.G. was accepted.

## Exhibit 626

- 4.) Dr. Jebsen read a letter addressed to him by Mr. Kaegebehn on July 23, 1937. The letter contains suggestions concerning a different handling of the German patent applications in U.S.A.

The opinion of the Patent Department in Leverkusen is to be asked as soon as possible so as to enable Dr. Kühne to discuss the matter in U.S.A.

- 5.) Dr. Raspe asks for an appropriation of RM. 5,000.— for tests in connection with ore dressing on the Baltic coast, which is approved.

- 6.) Mk. 60,000.—were granted for the extension of the pilot plant of the Titanium factory. Two small rotary filters, rubber-lined vessels and pipes will be bought.

The plant is to have a capacity of 500-1000 Kg. Titanium Oxide daily and to be equipped with acid proof material, so that also Titanium Dioxide from Tetra-chloride can be produced.

- 7.) With regard to the extension of the agreements with Ludwigshafen concerning the work of the paper expert, negotiations are to be started again with Ludwigshafen regarding the amount of the participation and regarding the inventions of the paper expert in the Titanium field.

The result of the negotiations is to be submitted again for decision.

- 8.) A request by I.G. has been presented to the effect that metallurgical products containing more than 2% of Titanium be transferred to I.G. for manufacture and sale. Dr. Jebsen will discuss the matter with his American and English friends.

*Exhibit 626*

- 9.) With reference to paragraph 8) of the minutes No. 31, the opinion of the Leverkusen Patent Department has not yet been received. Dr. Raspe advises that the Patent Department agrees with the suggestion made by DuPont.
- 10.) The Canadian agreement between Canadian Industries Limited and National Lead Company was approved.
- 11.) The proposal of our Japanese friends regarding the purchase of a sulphuric acid factory in Japan was further discussed. In view of the information at hand, the meeting was not inclined to agree to the proposal. Such a transaction would also be rendered difficult by the foreign currency conditions. However, no definite decision will be taken before the arrival of a letter from our Japanese representatives.
- 12.) Borgwardt advised that his letter to Blumenfeld had been left unanswered. It was decided to request an answer from Blumenfeld and to take a firm attitude.
- 13.) Dr. Kühne advised that Dr. Basch of the Verein für Chemische und Metallurgische Produktion, Aussig, will come to Leverkusen towards the end of November and that Dr. Basch would then be prepared to discuss the quota question.
- 14.) Dr. Raspe asked that a commercial man be engaged to assist Dr. Weise in Japan, so that the latter can make the calculation in accordance with our schedules, which will also facilitate the better supervision of the factory.

Borgwardt will refer this request to Doitsu.

(Sign.) Kühne  
Raspe

Jebson  
Brüggemann

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Exhibit 627

Second Mail

GJ/HS.

Fredrikstad, 26th January 1940.

Fletcher N. Rockwell Esq.,  
President,  
National Lead Company,  
111 Broadway,  
New York, N.Y., U.S.A.

Dear Mr. Rockwell:

We have, for your information, prepared the enclosed Notes re the development of Titan Kogyo, which may interest you.

You will note that the company's development has been satisfactory, although last autumn they have had quite some difficulties because of draught (too little water and electric power). However, we do not get any money out of Japan at present, and it is safest still to consider our investment there as we did when we made it—an insurance premium against Japanese dumping. So far it seems to have served that purpose.

Business last year on this side has in total been satisfactory. Stopford writes me that his company is doing very well. Barley sent me a letter that he had attended the December Board Meeting and was glad to note a magnificent progress.

Also our other interests are developing well, with the exception of France of reasons previously given. Gilbert is, though struggling along well—considering circumstances. Negotiations with Blumenfeld are going on with no definite result yet. Gilbert has though received some goods from him.

*Exhibit 627*

Business in Finland is of course practically none. Feelings here and in Sweden are very strong with regard to Finland, and privately a lot is done. Unfortunately we are far from well prepared for a war, having had no war for more than a hundred years—and even in Sweden they consider themselves not sufficiently equipped. A lot is being done presently improving our defenses, privately and officially,—privately particularly re evacuation and measures against air raids and private training amongst the youth in military matters. My eldest boy wanted to go to Finland but was not permitted because of his operation a year ago. (One of his kidneys was taken away).

At present I am afraid though that Norway and Sweden entering the war would be more of a liability than an asset. Our government is determined to defend our neutrality.

I have in mind to go to France in February or March—and possibly visit England at the same time.

I still think of going to New York in the spring, but you will no doubt realize that it is no use to make any plans at present.

It looks as if the war will be long, but we may see events bringing about a sudden change.

Hoping you and your family are well, I am,

With kindest regards,

Encl:

sign. G. JEBSEN

"Notes re Titan Kogyo Kaisha Ltd. Balance Sheet & Statem. of Loss & Gain" in duplicate,  
and

"Notes re Titan Kogyo Kaisha Ltd. Production, etc." in duplicate.



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## Exhibit 628

original regular mail

Copy air m

June 7, 1940

Dr. G. Jebsen

26 rue de la Pepiniere,

Paris,

France

Dear Dr. Jebsen:

Yesterday Mr. Mikitaro Mibo, whose business card states that he is Director of Manchuria Industrial Development Corp., called upon me, being introduced merely by a letter from the President of Stone & Webster Company of New York. He had with him a complete set of copies of the various contracts between our associates and ourselves with Titan Kogyo. He told me that Nihon Yushi K. K., our fellow-shareholders, are a subsidiary of the Manchuria I. D. Corp., and that Mr. Fujita is a brother of Mr. Aikawa, President of the Manchuria I. D. Corp.

He told me that large iron and ilmenite deposits had been located in Manchuria, and that his principals wanted us to give consideration to amending our agreement to permit Titan Kogyo to license a new company in Manchuria to make titanium pigments. I suggested that in view of the fact that the contract stipulated they should *not* sublicense, perhaps it would be better for Titan Kogyo to build and operate any new plant if it was economically justified. To this suggestion, his reply was that the undertaking in Manchuria was a very large one, including the production of iron, steel, vanadium and cement, entailing about 30 million yen of investment, and that their thought was, it would be better to form a new company, but that if we were not



## Exhibit 628

willing to permit such a company to take out a license, that they would consider buying out our shares in Titan Kogyo. Without stating we would be agreeable, I asked if they would be in position to pay for such shares in American dollars, and he said no, he thought perhaps they might pay for it in shipments of ilmenite ore from Manchuria. I told him that I doubted if this would be of interest to us, particularly in view of the fact that the ore is estimated to run about 41%  $TiO_2$ . I also stated that we could only negotiate such a deal after conferring with our German associates. We do not know how they might react. We arrived at no conclusion regarding his proposal, but left it for future discussion when he knows more definitely what his Japanese principals have in mind.

Just trying to read what is really in his mind, I have the impression that he was trying to impress us with the marvelous potentialities of Manchuria, and that he perhaps would be pleased to entertain a proposition from National Lead Company to undertake investments in Manchuria. He talked at great length regarding the engineers' report on the possibility of profits and etc., but I stated we were not interested in foreign investments.

He stated that our Japanese organization were worried about their ilmenite supply and in view of the present situation in Norway, felt that they must obtain ores elsewhere. I asked him how many months supply they had on hand, but he had no information; he said, however, he would cable for it immediately. He also intimated that in all probability they would ask our good offices in assisting them in arranging purchases from India. I would particularly like to have a cable from you advising how far we should go with them in this respect, particularly due to what effect it may have on your sales of ilmenite from Norway.

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*Exhibit 628*

I would also appreciate any suggestions you may have regarding what our attitude should be towards selling them our shares in Titan Kogyo. Even if they owned it in its entirety, it would seem to me that they would still not have the right to sub-license another corporation. However, if this new corporation would only supply Japan and its colonies; there might be no objection to granting them this right. I would, however, fear that the new company might be less bound to respect territories and become a menace in the international situation.

Yours very truly,

C. F. GARESCHÈ

## Exhibit 629

August 8, 1940

Note from Dr. Jebsen  
re: Garesche's letter of June 7th.

I have read your letter of June 7th with considerable interest.

My first reactions to the various questions raised by Mr. Mikitaro Miho are the following:

1. I share your fear that a sale of our shares (which can only be done with Blumenfeld's) will lead to the Japanese respecting less the various territories.
2. If a separate company should be necessary, it seems to me we should only consider:
  - a. a company wholly owned by Titan Kogyo
  - b. a company controlled by T.K. through a majority interest. The minority only to be held by persons or companies which for particular reasons should be shareholders (acid supply, ore, services or other matters) and with stipulations of similar nature as those used in our T.G. resp. T.E.T., T.S.C., G.&W. agreements—according to circumstances.

The European-American interests are represented and handled by T.G. (and its subsidiary Doitsu in Japan) and we should therefore be very careful (as you have been) not to express any views which may hamper or interfere with any negotiations of these parties.

I suggest you inform Dr. Kuehne and Dr. Brueggeman of the incident and mention that the matter has been discussed by all present here in New York who are interested

*Exhibit 629*

in the matter (this form is suggested for reasons you will appreciate) and that we do not feel it would be wise to part with the shares; further, that we would appreciate any information or comments they may consider advisable or in a position to send us.

G. JEBSEN

2365

Exhibit 630.

August 13, 1940

Titangesellschaft m.b.H.  
Leverkusen,  
Germany

*Attention Drs. Kuhne and Bruggeman*

Gentlemen:

On the sixth of June I had a visit from Mr. Mikitaro Miho, whose business card states that he is Director of Manchuria Industrial Development Corp. He was introduced merely by a letter from the President of Stone & Webster Company of New York. He had with him a complete set of copies of the various contracts between our associates and ourselves with Titan Kogyo. He told me that Nihon Yushi, K. K., our fellow-shareholders, are a subsidiary of the Manchuria I. D. Corp., and that Mr. Fujita is a brother of Mr. Aikawa, President of the Manchuria I. D. Corp.

He told me that large iron and ilmenite deposits had been located in Manchuria, and that his principals wanted us to give consideration to amending our agreement to permit Titan Kogyo to license a new company in Manchuria to make titanium pigments. I suggested that in view of the fact that the contract stipulated they should *not* sublicense, perhaps it would be better for Titan Kogyo to build and operate a new plant if it was economically justified. To this suggestion, his reply was that the undertaking in Manchuria was a very large one, including the production of iron, steel, vanadium and cement, entailing about 30 million yen of investment, and that their thought was, it would be better to form a new company, but that if we were not willing to permit such a company to take out a license, that

*Exhibit 630*

they would consider buying out our shares in Titan Kogyo. Without stating we would be agreeable, I asked if they would be in position to pay for such shares in American dollars, and he said no, he thought perhaps they might pay for it in shipments of ilmenite ore from Manchuria. I told him that I doubted if this would be of interest to us, particularly in view of the fact that the ore is estimated to run about 41%  $TiO_2$ . I also stated that we could only negotiate such a deal after conferring with our German associates. We do not know how they might react. We arrived at no conclusion regarding his proposal, but left it for future discussion when he knows more definitely what his Japanese principals have in mind.

Just trying to read what is, really in his mind, I have the impression that he was trying to impress us with the marvelous potentialities of Manchuria, and that he perhaps would be pleased to entertain a proposition from National Lead Company to undertake investments in Manchuria. He talked at great length regarding the engineers' report on the possibility of profits and etc., but I stated we were not interested in foreign investments. We have not heard from him since.

We have discussed the above over here recently and although you presumably have already been informed of these ideas, it was thought you would be interested in the above.

As *Titanengesellschaft*, Frankfort, represents our interests in Titan Kogyo, we have no intention to take up any negotiations with the Japanese. Further, we do not feel that we know sufficiently about the conditions in Japan and the development of Titan Kogyo and its cooperation with our group to form an opinion as to his suggestion. We



*Exhibit 630*

will, though, not omit to mention that our first reaction has been against any sale of the shares in Titan Kogyo.

The formation of a company in Manchuria licensed by Titan Kogyo seems feasible, if it is considered justified and necessary, it being understood, that we have no thought of investing fresh money.

A basic condition must be that the influence of the European-American group on its policy and cooperation with you and us is sufficiently provided for through share interests and participation in the management—besides the stipulations of the license-agreement.

We shall be interested to hear from you if/and to the extent this is possible in view of existing conditions. We were all here very glad to hear that you are in good health and send you our best regards.

Yours very truly,

C. F. GARESCHÉ  
Manager

cc Dr. Jebsen

Exhibit 631

## TRANSLATION

Letterhead of  
TITANGESELLSCHAFT M.B.H.

National Lead Co.  
Titanium Division  
111 Broadway  
New York, U. S. A.

October 4th, 1940

*For: Mr. C. F. Garesché*

Dear Sir:—

We thank you for your letter of August 13th, 1940, in which you inform us of your conference with Mr. Mikitaro Miho. Titan Kogyo has no right to grant sub-licenses for Manchuria and we are of the opinion that no licenses should be given there. Titan Kogyo should make an effort to keep the Manchurian market for the Japanese plant. We, accordingly, requested Titan Kogyo to take an active interest in the ilmenite deposits of Manchuria and to make a thorough study of this situation.

All the gentlemen of this company with whom you are acquainted are well. We return your greetings to you and to all the gentlemen of your firm with whom we are acquainted.

Very truly yours,

TITANGESELLSCHAFT M.B.H.

(signed) Kühne Raspe

Translated by:  
J. Lüer—Pat. Dept.  
October 28th, 1940

## Exhibit 632

October 29, 1940

Titangesellschaft m. b. H.  
Leverkusen—I. G. Work.  
Germany

Attention Dr. Kuhne  
&  
Dr. Raspe

Gentlemen:

I am pleased to acknowledge receipt of your letter of October 4th with reference to certain proposals discussed with us by Mr. Mikitaro Miho regarding Titan Kogyo.

We are fully in accord with your ideas regarding keeping the Manchurian market for the Japanese plant. We have had no further visits from Mr. Miho, but presume that as a result of our conversations with him, future negotiations will be handled with you.

With kind regards to all of our friends at Leverkusen, we beg to remain

Very truly yours,

NATIONAL LEAD COMPANY—TITANIUM DIV.

C. F. Garesché

cc DR. JEBSEN

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2370

Exhibit 633

COPY

NATIONAL LEAD COMPANY

111 Broadway  
New York, N. Y.

May 8, 1941

Mr. Fletcher W. Rockwell  
President  
National Lead Company  
Building

RE: TITAN KOGYO

Dear Mr. Rockwell:

Enclosed I send you copy of:

1. Minutes from Board Meeting of November 7, 1940.
2. Extract of Doitsu's notes in this connection roughly translated.
3. Minutes from General Meeting of Shareholders of November 29, 1940.

some of which may interest you. (only as a matter of information)

The notes from Doitsu give some special information concerning the development of an Ilmenite mine in Manchuria. The rest of the notes may not interest you except

*Exhibit 633*

as a picture of the conditions under which Titan Kogyo is working.

Yours sincerely,

GJ.

Signed: ° G. JEBSEN

cc Mr.C.F.Garesche

GJ:RK

ENCS.

\* \* \* \* \*

[Pages 2, 3 and part of 4 eliminated.]

*No. 2. Outline of the business.*

Demands for Titan white continued rapid increase, and the state of business, from beginning to end, was active.

In September last, owing to the regular inspection of the factory's boiler, the operation was stopped for about half a month. This brought about some influence over the production of the goods. Nevertheless, in the present term the operation of the factory was comparatively smooth, and the amount of the production has by far broken the figure of the previous term. We were able to allow smoother supply to the consumers, comparatively speaking. We are glad that we have thus been able to do something conforming to the national policy of Productive Power Expansion. Speaking about the coming term, owing to the enforcement of the great repair of the factory during the above mentioned holidays, we shall be able to operate full capacity; and we believe that we shall thus be able to anticipate further smoother distribution of the goods.

\* \* \* \* \*

[Pages 6-11, inclusive, eliminated.]

## Exhibit 634

EXTRACT OF NOTES FROM DOITSU OF NOV. 9, 1940 TRANSLATED FROM GERMAN TO ENGLISH CONCERNING A BOARD

MEETING OF TITAN KOGYO OF NOV. 7, 1940

The following items represent:

1. Approval of business reports and disposal of the profit of the 8th business period from April 1 to Sept. 30, 1940.
2. The purchase of a generator gas plant.
3. The purchase of a boiler.
4. Construction of workmen's houses.
5. Appropriation for an air protection association and a campaign against tuberculosis.

Further were the following items presented for consideration:

1. Report and explanation of the Ube-Factory.
2. The position regarding the supply of ore.
3. Acquisition of a Raymond Mill.

Fujita reported that the Manshu Tokushu Tekko K.K. had been constituted on October 1, 1940 with a capital of 30 Mill. Yen with the participation of Manshu Kozan K.K., Manshu Jukogyo Kaihatsu K.K., Nihon Yushi K.K. The purpose of the company is the production of Ferro Vanadium and ilmenite by Nekka in Manchuria (Jehol-District). The start of the production is planned for August, 1941 and Fujita assumes as certain that the first ilmenite can be delivered at the end of 1941. The Titan Kogyo has ore in



*Exhibit 634*

hand for a period until the middle of 1941 and there are reasons to assume that they will receive about 2000 tons of Travancore ore and 150 tons from Celebes. Fujita considered therefore that there should be no delay in starting the projected gas generator plant. He especially emphasized that in view of the permission from the government to build this plant a further allocation of oil can only be expected by an immediate start of the construction of the gas plant and its completion towards the end of 1941.

The representative of Doitsu objected to the erection of the gas plant on the ground that it would be better to wait until the 2000 tons Travancore S had arrived, as the present stock of oil plus deliveries towards the end of 1941 would be sufficient for a long period if the ore from Travancore should not arrive. The Fujita and Tanaka pointed out that the government in all circumstances expected the construction of the gas plant after the permission had been given and would stop deliveries on an earlier date if the permission to the erection of the plant was not made use of without delay. van der Laan (Doitsu) thought that the financial position of Titan Kogyo, in case of a stop in the production, would not permit the company to meet its obligations if a further expense of 400,000 Yen should be added and he referred to annex 1 giving the major announcement of its obligations (repayment of loan, extensions, dividends, etc.). The auditor Nagasaki meant that the necessary means even in case of a stop of the production could be procured and that if necessary

- a. The Nihon Yushi could help.
- b. The Yasuda Bank would prolong its loan.

*Exhibit 634*

Nakajima said that the contracting firm, Masuno, probably would not be in a position to accept the order in case of a postponement of the order, and one would have to go to second or third class manufacturers. The larger firm, Ishii, had for instance already had to decline quoting on an order. It was therefore decided to take a position at once with a view to great shortness on iron and other material.

After further discussion the representative of Doitsu approved a proposal provided that the financial difficulties could be overcome through an agreement with the Bank to a postponement with regard to repayments of the loan.

Re items of the agenda:

1. The business report for the 8th term was dealt with and the provision for the depreciation and the dividend agreed upon. The dividend must be limited to 8% in view of recent decrees as the total reserves have not yet reached the amount which is demanded by the authorities, which give the permission for an increase of the dividend.
2. The order of a gas plant was postponed until the Yasuda Bank had given their agreement to a prolongation of the loan.
3. The acquisition of a boiler was approved.
4. Workmen's Houses:—Nakajima reported that the permission to erect 40 houses at the cost of 146,367.90 Yen had been given. The efforts to rent the necessary land had not succeeded. However, an offer to purchase an area of 5,400 tsubo (equals 17,820 square meters) at the price of 70,000 Yen was available. The workmen of Titan Kogyo feel that they are in a poorer position than their colleagues in the other industrial enterprises in the Ube-District. As

*Exhibit 634*

the wages are regulated by the government and the workmen of the other enterprises are living in houses owned by the factories and pay only a nominal rent, the workman of Titan Kogyo have already complained and a postponement of this matter will lead to the workmen leaving the factory, if not to greater difficulties.

van der Laan gave the information that the telegram from Frankfurt was on hand according to which the European American group in principle agreed to the erection of workmen's houses, but recommended the project only to be carried out in accordance with the available means. As contrary to the original proposal the land now cannot be rented, but is to be bought. The representative of Doitsu promises to cable once more to Frankfurt pointing out the necessity of the project in order to obtain approval to an immediate start.

5. Air protection and campaign against tuberculosis—  
2500 Yen for each of the purposes were appropriated.

Dr. Rockstroh gave a survey of the operations and the work on extension since the last Board Meeting of August 13. The production was stopped in September for the purpose of repair and inspection of the boiler. Larger improvements in the Titanium Factory were made especially concerning the cooler of the solutions, the Dorr-Tank, the rotary filters, the Raymond Mill, etc. The chamber before the rotary furnace needs repair. This was, however, postponed but has to be made next year. Because of the stop 60 cubic meter of oil was economized. The stop lasted in the

|                |         |
|----------------|---------|
| boilerhouse    | 17 days |
| digestion      | 20 "    |
| precipitation  | 20 "    |
| rotary furnace | 27 "    |

## Exhibit 634

The production is normal since the end of September.

The use of Travancore Ore was postponed in view of the small stock of packed goods and will presumably start in the beginning of December. At that time the second clarification tank will also be available.

The operations of the acid factory have been normal.

The production of the 8th term reached 9427 tons 98% acid, or more than 40 tons per day. Since October important repairs have been undertaken. The purpose of this work is to bring the factory in such a condition that larger stops will as far as possible be avoided later when the Titanium operations will require all the acid production. At the present production is about 30-34 tons 98% acid per day.

Makajima reports on the power question that the regulation of the authorities regarding power will be put into effect in the near future but no reduction of deliveries of power is to be expected for the Ube-Factory, at least at present. The delivery of water is for the time being without disturbance.

Rochstroh gave information regarding the position of the extension of A. and B. Presumably the following terms for the plant will be kept.

|                     |             |      |
|---------------------|-------------|------|
| Digestion Tank      | end of Jan. | 1941 |
| Clarification Tank  | " " Nov.    | 1940 |
| Cooler for Solution | " " Dec.    | 1940 |
| Precipitation       | " " Jan.    | 1941 |
| Pigment             | " " "       | "    |
| Rotary Filter       | " " April   | "    |

The difficulties regarding the purchase of lead pipes are not yet overcome.

*Exhibit 634*

The orders which have been given amount to:

|              |              |
|--------------|--------------|
| Step A and B | ¥ 437,077.56 |
| Step C       | " 37,776.00  |

The payments which have been made until Sept. 30 were:

|              |              |
|--------------|--------------|
| Step A and B | ¥ 192,660.79 |
| Step C       | " 6,297.00   |

Fujita assumes that the production in the 9th term will not be between 120 tons  $TiO_2$  per month and that an increase in the production will only be effected in the 10th term. He has made the following table for himself:

|           |      |                    |
|-----------|------|--------------------|
| March     | 1941 | 120 tons per month |
| April     | "    | 150 " " "          |
| May       | "    | 150 " " "          |
| June      | "    | 200 " " "          |
| July      | "    | 250 " " "          |
| August    | "    | 250 " " "          |
| September | "    | 250 " " "          |
| October   | "    | 275 " " "          |
| November  | "    | 275 " " "          |
| December  | "    | 300 " " "          |

*The purchase of a Raymond Mill*—Tanaka gave the information that the government had declined the purchase of a Raymond Mill on the ground that one had to help oneself with machinery purchased in Japan. It is, however, possible that the importation would be permitted if no foreign exchange was needed. Tanaka and Fujita proposed that the rest of the capital should be called in and the Raymond Mill bought with the German part.



*Exhibit 634*

van der Laan mentioned that the German government probably will not give us permission. It had to be considered that Titangesellschaft, respectively the European American group, had invested important capital in Titan Kogyo and that hitherto no part of the dividend had it been possible to get out of Japan. Dr. Rochstroh proposed that a new appeal was made to the financial authorities to acquire 30,000 Mark, plus freight through Siberia for the purchase of a Raymond Mill from which amount could be deducted 4000 Mark which Titan Kogyo has as a credit in Leverkusen.

*Outside the Territory of Titan Kogyo*

van der Laan referred to Titanium pigment deliveries from Japan to China and expressed the desire on behalf of the European American group that as far as goods from the Titan Kogyo is concerned, necessary steps should be taken to prevent a repetition. Tanaka pointed out that since some time the Japanese government does not permit any further export of Titanium pigments. He agreed to van der Laan's proposal that every invoice concerning Titanium deliveries within Japan should have a printed stipulation according to which the customer accepting the invoice undertake not to sell the purchased goods for export outside Japan and Manchuria neither directly nor indirectly.

GJ:RK

4/28/41



2393

2379

Exhibit 635

WESTERN UNION TELEGRAM

FV870 VIA RCA—F TOKIO 37 31  
NLT GARESCHE TITANOX—

NYK—

GARESCHE C/O TITANIUM PIGMENT CORPN.  
ROOM 1700 111 BWAY.

FEBRUARY SEVENTH DOITSENRYO SENT  
LETTER TO TITAN COMPANY WILMINGTON  
ASKING INFORMATION FOR TRAVANCORE  
ILMENITE TREATMENT WE WANT TO KNOW  
WHETHER IT ARRIVED STOP APPRECIATE  
YOUR ASSISTANCE FOR QUICK REPLY IF  
LETTER RECEIVED—

TITANCO.

March 31, 1941.

2394

2380

Exhibit 636

WESTERN UNION TELEGRAM

April 2, 1941

Titanco  
Tokio  
Japan

LETTER FEBRUARY SEVENTH JUST REACHED  
ME. WILL HAVE INFORMATION COMPILED  
AND FORWARDED QUICKLY

Titanox  
Garesche

2381

Exhibit 637

April 2, 1941

Mr. J. L. Turner—Sayreville  
C. F. Garesché

Dear Mr. Turner:

I am attaching hereto letters from Doitsu Sennyō Gomei Kaisha, Tokio, dated February 7th, in both English and German.

We have just received a cable from them asking that we expedite the information. We will appreciate your studying their problem and preparing the information which they desire. Will you please have it prepared in duplicate on onion skin paper and send both copies to us. You may keep these copies of their letters of the 7th as we have the originals.

Yours very truly,

cc Dr. Jebsen

## Exhibit 638

April 4, 1941

*Information Requested by Doitsu Senryo Gomei Kaisha*

We have had no experience at Sayreville with the clarification of solutions under the conditions described. It has always been our practice to use Dorr settling tanks, removing the sediment continuously or semi-continuously from the bottom and either overflowing continuously or syphoning intermittently from the top. The solution thus partially clarified is then passed through a pressure filter in order to complete the clarification. We have never relied upon a sedimentation tank for complete clarification.

It is possible that good results might be obtained at low specific gravities, 1.410 to 1.420, as described under period "C", page 2 of the Doitsu Senryo Gomei Kaisha letter. We do not believe it can be accomplished at higher specific gravities. It is mentioned that under conditions of low specific gravity, the clarified solutions are too dilute for adequate iron removal in the crystallization step. Partial concentration before the crystallization has been practiced in the past at Sayreville. We have had no experience with gypsum or other addition agents in the clarification tanks nor have we had any experience with mixed ores.

The following description covers a period of operation at Sayreville which most closely parallels the conditions desired by Messrs. Titan Kogyo K.K. It must be noted, however, that mechanical filtration was used:

Solution delivered from the digestion tanks had a specific gravity of 1.450 at 50° C. The  $\text{TiO}_2$  content was 8.2%. This solution was pumped to a 50' Dorr settling tank which is equipped with rakes and bottom connections for removal of underflow. The solution was introduced at

*Exhibit 638*

a rate of 2500 cubic feet per hour. A 10% solution of glue was added in a riffle box just prior to discharging into the loading well. One part of glue was used to 1500 parts, by weight, of digestion solution. Sedimentation was then allowed to proceed until a substantial quantity of clear liquor was available which was then syphoned off. At 1.450 specific gravity the average clarity of the liquor was about 0.5 gram per liter. This liquor was then pumped to lead pressure filters for additional clarification. The pressure filters contained 20 duplex leaves, each having a filtration area of 4' x 4' or a total of 32 square feet per leaf. In preparing for a filtration cycle, the lead screens are pre-coated with a mixture of diatomaceous earth filter-aid (manufactured by John-Manville Company, sold under the name of "Hy-flo"), and paper pulp. An additional quantity of filter-aid, corresponding to about 90 pounds to 2500 cubic feet of solution, was added to the titanium sulphate solution before pumping to the pressure filter. The pre-coating material was pumped into the filter and circulated until a complete precoat was built up. The filter was then drained under air pressure and the solution to be clarified introduced. The filtrate from the pressure filter contains less than 0.05 gram per liter of suspended residue.

Approximately 2000 to 3000 cubic feet of solution could be filtered before it was necessary to shut down for pre-coating the filter press. Clarified solution was then pumped into vacuum evaporators and concentrated to 1.525% specific gravity after which the iron was partially removed by crystallization in vacuum crystallizers.

We have had no experience with the method of hydrolysis employed in Japan and therefore cannot make any suggestions regarding optimum solution analyses for hydrolysis.

2398

2384

Exhibit 639

Letterhead of  
TITAN COMPANY, INC.

April 11, 1941

AIR MAIL

Doitsu Senryo Gemai Kaisha  
Kojimachi-Ku, Maru-No-Uchi 3-Chome No. 6

Gentlemen:

We acknowledge the receipt of your letter of February 7 including Parts 2, 3, and 4, as well as your letter of February 14 concerning the same matter and have herewith the pleasure to send you enclosed information from the Titanium Division of the National Lead Company in reply to your questions, hoping that this to some extent will be of help.

We draw your attention to the above address for correspondence in order to save time.

With best regards,

Yours very truly,

C. F. G.  
Vice President



2399

2385

Exhibit 640

WESTERN UNION TELEGRAM

FV978 VIA RCA—F TOKYO 26 24

NLT GARESCHE TITANOX—

NYK—

APR 24; 1941 PM 10 13

GARESCHE C/O TITANIUM PIGMENT CO.

R-1700 111 BWAY

REFERRING OUR TELEGRAM MARCH 31ST  
YOURS APRIL 3RD WHEN DESPATCHED IN-  
FORMATION TO DOITSENRYO STOP IF  
POSSIBLE APPRECIATE COPY SEND US  
DIRECT—

TITANCO.

2400

2386

**Exhibit 641**

WESTERN UNION TELEGRAM

April 25, 1941

Titanco.  
Tokio  
JAPAN

SUGGEST YOU AWAIT LETTER TO  
DOITSENRYO AIRMAILED APRIL ELEVENTH  
AS COPY SENT NOW WOULD REQUIRE  
FEDERAL LICENSE .

Garesche  
Titanco.

2401

2387

Exhibit 642

Letterhead of

DOITSU SENRYO GOMEI KAISHA

Tokyo, July 9, 1941

Titan Company, Inc.,  
111 Broadway,  
New York

Gentlemen:

We acknowledge receipt of your letter of April 11, which we immediately passed on to the Titan Kogyo K.K., Tokyo.

Our friends asked us to convey their sincere thanks to you for your kind informations, which they found very useful.

With best regards,

Yours very truly,

DOITSU SENRYO GOMEI KAISHA

## Exhibit 643

Letterhead of  
TITAN CO. A/S

Fredrikstad, September 4, 1941.

RI/HL No B 68

*By air mail*

Titan Company, Inc.  
111, Broadway  
New York, N.Y.

Dear Sirs,

In Board Minutes for Titan Kogyo of January. 23, 1941, was mentioned on page 3 (item 12) that the "Nihon (Nippon?) Titan-Haku Kogyo, Kai" was organized on January 16, 1941. It has chiefly the following object:

1. The development of the Japanese Titanium White industry.
2. The purchase of Titanium Ore and distribution thereof on the basis of fixed quotas to the different members.
3. The control of the sale of Titanium Pigments.
4. The development of the export of Titanium Pigments.

Regarding the last item, Doitsu will ascertain details in view of the agreements existing limiting Titan Kogyo's territory. An exchange between the members of experience in the Titanium field is not foreseen, and Doitsu has

2889

*Exhibit 643*

in the Board Meeting of January 23, 1941, especially pointed out that information re secrets in the production, experience, etc., must be prevented.. The Japanese members appear to have stated that they were equally interested as far as this is concerned.

Please find enclosed extract from the paper "Nikkan Kogyo Shimbun" of January 21, 1941, from which you will see that the members of the organization are:

Titan Kogyo K.K.  
Sakai Kagaku  
Tochigi Kagaku  
Nihon Satetsu.

The quotas for the distribution for imported ore have been as follows:

|                  |          |
|------------------|----------|
| Titan Kogyo K.K. | 10 parts |
| Sakai Kagaku     | 2 "      |
| Tochigi Kagaku   | 3 "      |

The Nihon Satetsu has for the time being no quota because they cover their requirements of ore inland. The quotas are, however, not quite definite. The organization will probably also be extended to the control of other imported raw materials for the production of Titanium Pigments.

Yours very truly

RAGNAR IUELL  
Ragnar Iuell

COPY /HL

H. Takahashi, No. 21007

Extract from the "Mikkan Kogyo Shimbun"

*Titan White Industrial Association  
Shall Shortly Be Inaugurated For  
The Distribution Control of Raw Ma-  
terials And Goods*

The manufacture of Titan white of this country have since some time ago been making preparations to establish the Nihon Titanhaku Kogyo Kai (Japan Titan White Industrial Association) as a control organ of the Titan industry of this country. It is now reported that the agreement, business plan, committees and others have this time been officially decided for the inauguration of the association. The members of the said association are the following 4 companies, the manufacturing companies of Titan white:

Titan Kogyo.  
Sakai Kagaku.  
Nihon Satetsu.  
Tochigi Kagaku.

and the present purpose of the said association is to carry out the distribution control of the imported raw material ilmenite and also the manufactures. The main office of the said association shall be placed in Tokyo (in the Titan Kogyo), and as the Managing-director of the association the Titan Kogyo Kaisha has been appointed. It is reported that the said association is now making preparations for establishment of the official standard quotation of Titan white, etc. When the official standard quotation was thus settled, the association may possibly be reorganized into a Kogyo Kumiai (Industrial Guild).



2391

**Exhibit 644**

Letterhead of  
**TITAN CO. A/S**

GJ/HS

Paris, November 16th, 1928.  
Dr. G. Jebsen,  
Sté Industrielle du Titane,  
26 Rue de la Pépinière, Paris 8e.

Evans McCarty Esq.,  
Vice-President,  
National Lead Co.,  
111 Broadway,  
New York City, N. Y.,  
U.S.A.

Dear Mr. McCarty:

I beg enclosed to send you some notes I have made of informations Mr. Alcock gave me at his visit on the 5th. of November. Part of the information, which I presume will be of interest to you, I beg you to consider confidential.

I also enclose an information from the Guaranty Trust Co. regarding Mr. Rolo and Mr. Sainderichin, connected with the Egyptian Ilmenite deposits, and further translation of two press clippings concerning "Nord & Alpes", Thann & Mulhouse, and Saint-Gobain.

With kind regards,

Encl.

Yours very truly,

G. JEBSEN

## Exhibit 644

## M.E.M.O.R.A.N.D.U.M

REGARDING A VISIT OF MR. ALCOCK OF 5TH OF NOVEMBER.

Mr. Alcock left the Laporte Company, June last summer because of a disagreement with the other directors.

The Board consists at present of 3 directors employed by the company and 2 members from outside.

The company has 120,000 preference shares of  $7\frac{1}{2}\%$  and 60,000 preference shares of 6%—limited and accumulative—other 90,000 ordinary shares.

Average dividend last 5 years: 8% on the ordinary shares.

When Mr. Alcock left, they reduced the dividend on the ordinary shares to 3%, although, according to his opinion, they should have distributed 7%.

He expects that next year they will distribute 10%.

He estimates the shares at the present to be had for:

Ordinary shares: 13/—

Preference " 17/6.

His idea was that if we were interested, he will send a circular to the shareholders in his name, offering to buy their shares at a certain price, the offer to be binding in case a majority could be bought, for inst. 75%.

The future business of the company he considered should be on two lines: Hydrogene Peroxide of which they practically have the total market now, and Titanium White.

The arrangement with the McArthur Irwin group, Canada, is as follows:

There is a holding company, Titanium Ltd., Montreal, in which Laporte is interested with 50% and the Canadians with 50%.

*Exhibit 644*

The board consists of 4 directors, representing the English interests and 4 Canadian directors.

The Titanium Ltd. has licensed a company which is being formed in Canada for the manufacture of Titanium products and which is financed by the Mineral Separation Co. \$500,000 is foreseen for the plant.

This Company will pay royalties to the Titanium Ltd.

The Titanium Ltd. has the majority of the voting power. 51% belongs to the Titanium Ltd, 49% to the English interests.

With regard to this point, Mr. Alcock was a little unclear. He told me that 51% of the voting power for enterprises in Europe licensed from the Titanium Ltd, should go to the Laporte group, but as it was understood that outside capital may also be interested, I asked him if the voting power of this interest together with the voting power of the Canadians would put the Laporte group into a minority. He could not answer this and told me he would have to look into the contract.

With regard to the Titanium enterprise, he told me that they were now putting up a factory in Canada, which would be ready in 8 or 10 months, the production to be 10 tons of composite pigment of the same quality as ours with regard to tinting strength.

This factory was intended also to supply the English market to begin with, and very likely Laporte will then a little later put up their own factory.

I told him that I was in doubt whether Luton was a suitable place for a factory because of the geographical position.

He told me the freight rate for Ilmenite from London to Luton would be about 5 shillings per ton and in average

*Exhibit 644*

the freight costs from London to Luton or vice-versa for their material, involve a cost of about 8 shillings per ton.

Laporte has no sulphuric acid plant. They buy about 1500 tons a year. Their requirements of Barytes is about 10,000 tons a year.

They make sodium sulphide as a by-product in a quantity of about 3,000 tons.

Mr. Alcock was now studying the question of putting up a factory of his own. Amongst others he had been thinking of Silvertown where a factory site of 8 acres is for sale. He did not know the price. This site which is along the Thames and has railway connections in the back, is near the Anglo-Continental Superphosphate factory, Spencer Chapman & Messel, Pinchin Johnson.

He told me that the calculated production cost of the Titanium White, according to Irwin & Monk's process, was calculated to be 25.28 Pounds per ton for a product of the same quality and tinting strength as our Standard X.

Later on he told me this product was the Baryum Titanate and had a double tinting strength of our Standard X, so as to this point he was not very clear apart from the figure of the cost.

The Baryum Titanate he said, contained 33% of  $TiO_2$ .

He was not in the position to provide me with a sample.

He thought at first that it might be of interest to us to get hold of the Laporte Co in order to control the European development of their titanium business. I told him I did not fear that competition and repeated Mr. McCarty's information to Mr. Godwin as to the interest Laporte eventually may have. He did not seem to think it likely that the National Lead Company would be interested to acquire the Laporte Co only for its interest as a chemical business, as it was too much out of their line.

*Exhibit 644*

My attitude was neutral. I only repeated what Mr. McCarty had said and could not express any personal opinion as to the National Lead Co's eventual attitude.

He told me he would pay Mr. Butler a visit of courtesy and if R. W. Greeff & Co. considered the business to be of interest,—all good and well.

He gave me his business address as

Alcock (Peroxide) Ltd.

8 Gr. Winchester Str.

London E.C.2.

He has registered his Company and will start trading with some chemicals and at the same time study the question of putting up a factory for hydrogen peroxide.

He has informed the shareholders of the Laporte Co that he would make competition.

When he left the Company, the shares dropped considerably and he thought the shareholders and the two directors from outside would be glad on his recommendation to sell their shares in order to get out of the present impasse.

He thought that a sulphuric acid plant put up at Luton would produce sulphuric acid at a self-cost of 30 shillings per ton, using as raw material, partly, by-products from the gas works.

Mr. Alcock thought that some kind of combination between the manufacture of hydrogen peroxide and titanium white, could be made as both were using considerable quantities of barytes.

He was in connection with Barytes mines, which he considered very suitable.

We agreed to keep in touch with each other from time to time in order to see if something developed which could make a combination of interest.

Exhibit 644

I told him that from the beginning of next year we would be able to reduce our prices and that some of the people who took up titanium white were wrong in their calculations as they based themselves either upon our present prices or upon the qualities of the material and did not know what prices we eventually could make.

He seemed to understand this but told me that we would have to reckon with Laporte trying to put about 1000 tons of the Canadian product on the market, 8 or 10 months from now.

Mr. Alcock described the Irwin Monk's process to be as follows:

The ilmenite was reduced in a rotary furnace and the iron magnetically removed.

The  $TiQ_2$  was treated with Sulphuric Acid to form a sulphate solution.

This was precipitated.—The precipitation done under circumstances which were not covered by our patents, resulted in a product of a cristalline nature. This product was therefore treated by peptisation and transformed into a colloidal product, the peptisation effecting a diminution of the size of the particles.

This material was then calcined.

He told me that the patent agents had found that the method did go around our patents.

I told him of our crypto-cristalline patent of which he did not seem to be aware.

His description was altogether such that he did not seem to be thoroughly familiar with the method.



2397

## Exhibit 645

COPY

E. I. DU PONT DE NEMOURS & COMPANY  
(Incorporated)

Wilmington, Delaware.

December 3, 1930.

TO: HEADS OF DEPARTMENTS AND  
SUBSIDIARIES.OBLIGATIONS TO C.I.L. ON PATENTS  
AND PROCESSES.

As there is considerable doubt among the various Departments and Subsidiaries as to just what are the obligations of the DuPont Company to Canadian Industries Limited, which are covered in the Tri-Party Agreements of January 1st, 1925 and January 1st, 1926, and in Minutes of meetings held with I.C.I. on October 12th, 1928 and March 2nd, 1929, it seems desirable to circularize the proper interpretation of them:

I.C.I. and DuPont are obligated to turn over to C.I.L. free of charge, all patents and processes and all commercial business in Canada on all products manufactured by either principal except that it is recognized that there may be individual cases where the interests of the principals may be better served by other procedure. The sole reason for such exceptions shall not be the desire to retain 100% instead of 45% (which is DuPont Company's approximate equity in C.I.L.) of the profits to be derived from Canada.

The head of each DuPont Industry, bearing the above obligation in mind, should consult with the head of the Patent Division and C.I.L. to ascertain what procedure

*Exhibit 645*

should be followed with respect to turning over inventions to C.I.L. In general, the procedure should be automatic in the case of products in which C.I.L. is interested. In the case of other products, steps should be taken to secure proper patent protection and no steps for exploitation in Canada should undertaken without consultation with C.I.L.

Similarly, in cases where it is felt that the interests of the DuPont Company may be better served through other arrangements, the subject must first be thoroughly explored with C.I.L. As such subjects also involve relations with I.C.I. they should be brought to the attention of the Foreign Relations Department as soon as they arise.

LAMMOT DU PONT,  
President.

## Exhibit 646

COPY

Letterhead of

E. I. DU PONT DE NEMOURS & COMPANY,  
(Incorporated)

Wilmington, Delaware,  
December 10, 1930.

TO: HEADS OF DEPARTMENTS  
AND SUBSIDIARIES.

OBLIGATIONS TO C.I.L. ON PATENTS AND  
PROCESSES.

Supplementing letter of December 3, 1930 on the above subject, it has been pointed out that there are some cases where Canadian Industries Limited is obligated to pay Imperial Chemical Industries, Ltd. or DuPont for patents and processes. As stated in the Minute of the meeting of March 2, 1929, "In cases where there is a minority interest to be considered, as is the case where the rights are owned by a subsidiary not 100% owned by I.C.I. and/or DuPont . . . C.I.L. shall be required to pay only such proportion of such payment as would revert to the minority interests involved." Similarly in the case of Canadian rights to a process acquired by either I.C.I. or DuPont from a third party, C.I.L. must pay I.C.I. or DuPont a sum representing the cost of the Canadian rights.

As Canadian Industries Ltd. customarily takes out Canadian patents on I.C.I. and DuPont inventions it thereby assumes the expenses in connection with the filing and maintenance of such patents. In the case of Canadian patents taken out by I.C.I. or DuPont, however, and later assigned or licensed to C.I.L., C.I.L. is obliged to reimburse I.C.I. or DuPont therefor.

LAMMOT DU PONT,  
PRESIDENT.

## Exhibit 647

## ANNEX — "A"

MEMORANDUM TO BE SENT TO DEPARTMENT HEADS  
OF I.C.I., DU PONT AND C.I.L.

Where, in the interests of developing some particular line coming within the scope of your industry, it is found desirable to make arrangements with some other outside company, domestic or foreign, which involves the pooling of present knowledge and/or joint action on future development work, it must be carefully borne in mind that for products covered by the existing Tri-Party Agreements, Canadian Industries, Ltd. has an obligation towards E. I. du Pont de Nemours & Company and Imperial Chemical Industries Ltd. relative to Patents and secret processes for territory outside of Canada, and DuPont and I.C.I. have a similar obligation towards C.I.L. for Canadian Territory.

Under these circumstances, this obligation should be made clear in advance to the outside company with which the joint arrangement is being effected so that in so far as possible the territories reserved for DuPont and/or I.C.I. on the one hand, and to C.I.L. on the other hand, will be excluded from the operations of the new entity unless or until a mutually acceptable method of procedure for the reserved territory can be made with the party or parties affected.

2401

2415

**Exhibit 648**

Letterhead of  
**BRITISH TITAN PRODUCTS COMPANY  
LIMITED**

Letter No. 17739  
BTM/MS

Titanium Pigment Co. Inc.,  
111, Broadway,  
NEW YORK CITY,  
U. S. A.

5th October, 1934.

Dear Sirs,

We acknowledge receipt of your cable reading:

"SHIP PROMPTLY WILSON PATERSON  
GIFFORD LIMITED MONTREAL FIVE TONS  
TITANIUM OXIDE. BESCHORMAN."

and we are making arrangements to ship the 5 tons of oxide required per the s.s. "Cairn Glen", which is due to leave Newcastle on Monday. We shall cable you this information as soon as the goods are put on board the vessel.

Your cable makes no mention of price, and we are therefore invoicing this shipment at £93, mentioned in your letter of September 5th to R. W. Greeff & Co. Ltd, less 10%. This price is subject to adjustment when the Canadian position, at present under discussion, is cleared up.

Yours faithfully,

For **BRITISH TITAN PRODUCTS CO. LTD.**

**B. T. MINTER.**

Assistant Commercial Manager.

Note: "Discussed with Dr. Jebesen, Nov., 1934" appears in longhand on face of this exhibit.

2416

2402

**Exhibit 649**

October 19, 1934.

Mr. B. T. Minter, Assistant Commercial Manager  
British Titan Products Company Limited  
Billingham, Stockton-on-Tees  
Co. Durham, England.

Dear Mr. Minter:

Your letter of the 5th addressed to Titanium Pigment Company acknowledging receipt of my cable has been received and referred to me.

In your last paragraph I note that you speak of invoicing this shipment at £93, referring to a letter to Greeff & Co. The letter to Greeff & Co. had nothing to do with trade between our constituent companies and the understanding with the British Titan Products Company was that they would supply any product required by us and for our Canadian trade to the American company who handles the Canadian business on a basis of cost plus 10%.

Your costs at the present time are probably considerably higher due to just starting up than the costs at which we have been billing to you from Germany, and consequently any cost price which you use today I would consider should be adjusted later, either to your estimated cost or to your actual costs over the first year operations.

Yours very truly

Executive Vice President.



2403

2417

Exhibit 650

Letterhead of  
BRITISH TITAN PRODUCTS COMPANY LIMITED

Letter No. 19085  
CJS/SL

29th October 1934.

W. C. Beschorman Esq.,  
National Lead Company,  
111 Broadway,  
New York,  
U.S.A.

Dear Mr Beschorman ,

In reply to your letter of the 9th instant, addressed to Mr Minter, I quite realise that the letter to Greeff & Co., had nothing to do with the trade between our constituent companies, but as you know, there were some slight differences of opinion as to the understanding of the conditions which would control the supply of our product to the American company who handles your Canadian business.

I expect Dr. Jebesen has by now discussed this matter with you and it was with this in mind that the shipment in question was invoiced in what we understood from Greeff's letter to be the equivalent of the Canadian market price, and as pointed out in our letter to the Titanium Pigment Co., the price invoiced was subject to adjustment when the matter had been cleared up.

I suggest that any costs we use at present are subject to adjustment after we hear the result of Dr. Jebesen's talk with you on the matter.

2418

2404

*Exhibit 650*

In the meantime, we have arranged to invoice the 25 tons shipment which is leaving tomorrow, and any other shipments until some definite arrangement is made at £50. per ton + 10%.

I hope this arrangement will meet with your approval.

Production of pure oxide is proceeding very satisfactorily here and we are at present concentrating all efforts on the erection of the Blanc Fixe plant.

Yours sincerely,

CHAS. J. STOPFORD.

2419

2405

Exhibit 651

RADIOGRAM

Received at 120 Cedar St. at Greenwich

New York, at 934 Nov 2 PM 12 41 Standard Time

GC40 GBK2628 XOX

MIDDLESBROUGH 59 2 1640

BESCHORMAN AND JEBSEN CARE OF  
NATIONAL LEAD NEWYORK

WE ARE MEETING LAPORTES NOON  
NOVEMBER 5-TH TO MAKE A PRICE  
AGREEMENT COVERING BRITISH EMPIRE  
STOP THE RESULT WILL PROBABLY BE AN  
AGREEMENT NOT TO QUOTE PRICES CIF  
EMPIRE PORTS WHICH ARE LESS THAN  
BRITISH DELIVERED PRICES STOP DO YOU  
WISH US TO DISCUSS CANADA IF SO CABLE  
YOUR VIEWS

STOPFORD

2420

2406

Exhibit 652

WESTERN UNION CABLEGRAM

November 2, 1934

Stopford  
Protitan  
Billingham

Agreement limiting prices fob British ports to not less than delivered prices to British trade will take care of Canadian situation

BESCHORMAN

Copy for Dr. Jebsen  
Mr. Hagar

2407

2421

Exhibit 653

COPY

BRITISH TITAN PRODUCTS COMPANY LIMITED  
Billingham, Stockton-on-Tees

In reply please quote

Letter No. 19939

CJS/SL

9th November 1934.

I. D. Hagar Esq.,  
Titanium Pigment Co., Inc.,  
111 Broadway,  
New York,  
New York State,  
U.S.A.

Dear Mr Hagar,

I thank you for your letter of October 31st in connection with special prices on Titanium Oxide to Canadian Industries Limited and Sherwin-Williams.

We do not give any price advantage to associated companies here nor do we give a price advantage to special industries, although this has been considered from time to time. Both Goodlass Wall & Lead Industries Limited, and Imperial Chemical Industries Limited buy from us at list prices. The only people who have a price which is lower than our list price are Lever Brothers. They have a concession of approximately £5. per ton, for which concession I am afraid I cannot give you any satisfactory reason, except that Lever Brothers generally buy more advantageously than other people.

*Exhibit 653*

Am I correct in assuming that the prices you give in your letter are free on rail at your works?

To make you au fait with the whole position, I give you below a complete price list for Titanium Oxide, Extra T. (50%) and Standard T. (25%) in Great Britain.

|              | TiO <sub>2</sub> | Extra T.   | Standard T. |
|--------------|------------------|------------|-------------|
| Under 2 tons | £91. 0.0.        | £55. 0. 0. | £34. 0. 0.  |
| 2 to 5 "     | £90.10.0.        | £54.10. 0. | £33.10. 0.  |
| 5 to 10 "    | £90. 5.0.        | £54. 5. 0. | £33. 5. 0.  |
| 10 to 20 "   | £90. 0.0.        | £54. 0. 0. | £33. 0. 0.  |
| 20 to 50 "   | £89.10.0.        | £53.10. 0. | £32.10. 0.  |
| 50 to 75 "   | £89. 0.0.        | £53. 0. 0. | £32. 0. 0.  |
| 75 to 100 "  | £88. 0.0.        | £52. 0. 0. | £31. 0. 0.  |

These are the prices delivered to the customers' works, we pay the carriage in all cases.

As mentioned to you earlier in this letter, the only customer who buys at prices lower than these in this list is Lever Brothers.

The question of a price concession to the shareholders in this Company was discussed by the Board last year, and it was very firmly laid down that there should be no concession given to associated companies on account of them being in competition with many of our important customers in the paint trade.

I am afraid I cannot offer an opinion as to the advisability of applying the same ruling in Canada.

The question of price concession to associated companies here was decided on a matter of principle. The question of price concession to special industries has been considered many times and really the only reason why it has not been applied is that we foresee difficulties with the other trades.



*Exhibit 653*

For instance, some customers in the paint trade might be seriously annoyed if they found that we were charging them a price considerably higher than that at which we were charging to the linoleum trade. We have considered overcoming this difficulty by making a special grade in this instance for the linoleum trade, by the addition of approximately 5% of Calcium Sulphate, but have not as yet decided to do this.

In connection with the reductions in price against quantity, we are considering a general reduction in price at the end of this year and will probably at the same time alter the rate of reduction in price for quantity taken, as at present we consider that the reduction on the lower priced grades is far too great. We shall probably grade the reduction as follows:—

*Titanium Oxide*

£3. 0.0. reduction from 1 ton lot to  
100 ton lots or contracts.

*Extra T.*

£1.10.0. reduction from 1 ton lot to  
100 ton lots or contracts.

*Standard T.*

£1. 0.0. reduction from 1 ton lot to  
100 ton lots or contracts.

In brief, our attitude here to the points you have raised is that we should not give a price advantage to affiliated or associated companies, but that we are prepared to give a price advantage to special industries, provided it is possible to do so without disturbing our other customers.

*Exhibit 653*

If I may raise another point, you have probably heard that we cabled Mr. Beschorman and Dr. Jebsen last week in connection with a meeting we were having with Laportes to try and arrange agreed prices below which neither of us would quote throughout the British Empire, and we were asked to try and arrange that prices in Canada would not be less than British delivered prices quoted f.o.b. British Port. As it happened Laportes' representatives were not in a position to discuss Canada, so that no decision was taken.

In view of the information given in your letter as to the special price for Titanated Lithopone, it looks as though a general arrangement such as that outlined above would not cover the position, and with this in mind, I should be very glad if you would let me have as soon as you conveniently can, a complete list of prices operating in Canada, so that if we are asked by the National Lead Company to take the prices up again with Laporte, when we meet them at the beginning of December, we will be au fait with the Canadian position.

If we had made the agreement asked for, i.e., British delivered prices f.o.b. British port, that would give a price c.i.f. Canadian port of approximately 20.8 cents per lb. Would we have been correct in saying that you were not at present selling to customers at prices lower than this in Canada?

Yours very truly,

(signed) Chas. J. Stopford

Copy to Dr. Jebsen

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## Exhibit 653

COPY

## SCHEDULE—ENGLISH TITANIUM OXIDE

NOVEMBER 16TH, 1934

|                          |                        |                       |
|--------------------------|------------------------|-----------------------|
| 10 to 20 tons—£81. 0. 0. | @ \$4.8675             | \$394.27              |
|                          | 1-1/2% Excise Tax      | 5.91                  |
|                          | Ocean Freight on 2525# | 13.00                 |
|                          | Cartage (\$1.00—2000#) | 1.12                  |
|                          | Wharfage               | .50                   |
|                          | Per ton of 2240#       | <u>\$414.80</u>       |
|                          | Per pound              | .1852                 |
|                          | Plus Trucking outward  | 10                    |
|                          |                        | <u>.1862 Montreal</u> |
|                          |                        | <u>.1887 Toronto</u>  |

---

|                         |                        |                       |
|-------------------------|------------------------|-----------------------|
| 5 to 10 tons—£81. 5. 0. | @ \$4.8675             | \$395.48              |
|                         | 1-1/2% Excise Tax      | 5.93                  |
|                         | Ocean Freight on 2525# | 13.00                 |
|                         | Cartage (\$1.00—2000#) | 1.12                  |
|                         | Wharfage               | .50                   |
|                         | Per ton of 2240#       | <u>\$416.03</u>       |
|                         | Per pound              | .1857                 |
|                         | Plus Trucking outward  | 10                    |
|                         |                        | <u>.1867 Montreal</u> |
|                         |                        | <u>.1892 Toronto</u>  |

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## Exhibit 653

2 to 5 tons—£81.10. 0.

|                        |                 |
|------------------------|-----------------|
| @ \$4.8675             | \$396.70        |
| 1-1/2% Excise Tax      | 5.95            |
| Ocean Freight on 2525# | 13.00           |
| Cartage (\$1.00—2000#) | 1.12            |
| Wharfage               | .50             |
| Per ton of 2240#       | <u>\$417.27</u> |
| Per pound              | .1863           |
| Plus Trucking outward  | <u>10</u>       |

.1873 Montreal  
 .1898 Toronto

Under 2 tons—£82. 0. 0.

|                        |                 |
|------------------------|-----------------|
| @ \$4.8675             | \$399.14        |
| 1-1/2% Excise Tax      | 5.99            |
| Ocean Freight on 2525# | 13.00           |
| Cartage (\$1.00—2000#) | 1.12            |
| Wharfage               | .50             |
| Per ton of 2240#       | <u>\$419.75</u> |
| Per pound              | .1874           |
| Plus Trucking outward  | <u>10</u>       |

.1884 Montreal  
 .1909 Toronto

2413

**Exhibit 654**

COPY FOR MR. W. C. BESCHORMAN, VICE PRESIDENT,  
NATIONAL LEAD COMPANY,  
BUILDING,

November 23, 1934.

Mr. C. J. Stopford, General Manager,  
British Titan Products Company Limited,  
Billingham, Stockton-on-Tees, England.

*Re: Your Letter No. 19939 CJS/SL.*

Dear Mr. Stopford:

We are most appreciative of your very kind letter of November 9th, 1934, in reply to ours of October 31st, and thank you sincerely for the information conveyed therein.

The question asked with regard to special prices for your partners in England, was, of course, inspired by the shipments recently made by you to Wilson, Paterson, Gifford Limited, of Montreal and Toronto, for our account, and was based on the desire to treat the Canadian branches of the du Pont and Sherwin-Williams organizations, on exactly the same basis as exists in England.

We are very pleased to have your confirmation of the fact that you do not give any price advantages to associated companies, nor to special industries. We have passed word of this on to our Canadian distributors, and we are happy to say that Canadian Industries Limited, and the Sherwin-Williams Company of Canada Limited, both accept the situation most philosophically, and are, apparently, content with the arrangement.

*Exhibit 654*

The only exception to our standard prices in the United States are those applying to manufacturers of Titanated Lithopone, that is, Lithopone made by mechanically mixing 85% of the normal grade of that material with 15% of Titanium Dioxide. For some time, such manufacturers have received a concession of 13¢ per pound, in carload lots, over the standard carload price, and this courtesy has been extended to both the Sherwin-Williams and to the du Pont interests in the United States, and in Canada, by ourselves as well as by our competitors.

We note, with interest, your schedule of prices for Titanium Dioxide, for Extra T, and for Standard T. Your policy differs from ours in that, whereas you offer differentials on contract quantities, our differentials are all based upon the amount of individual shipments.

With regard to the prices in Canada, it will be our policy to sell to our customers there at exactly the same schedule as you employ in England, plus ocean freight and other expenses incidental to delivery, which will include cartage from the wharf to warehouse, wharfage charges, and cost of delivery by truck to the customer from the warehouse stock, except that in the latter case, we will allow up to 40¢ per hundred for delivery to those customers who are located in provincial communities at some distances from the main centers of distribution.

We are also intending to use your schedule of quantities to establish differentials, but rather than make it a contract proposition, we shall apply such differentials to individual delivery. One point, however, should be explained to you with regard to present prices.

When Dr. Jebesen was in New York recently, after conference with Mr. Beschorman, those gentlemen decided



*Exhibit 654*

that, since a 10% reduction in your "Kronos" Titanium pigments was to be put in effect the first of the year, it might be well for us to start Canadian sales on that basis. Consequently, instead of basing our operations on a price of £90 for 10-ton to 20-ton quantities, we have based it on £81, with proportionate increase on 5-ton to 10-ton deliveries, 2-ton to 5-ton deliveries, and under 2-ton deliveries. In order that you may be fully advised of this, I am attaching to this letter, a complete schedule of our Canadian prices, effective November 16th. Those prices will remain in force until your two shipments aggregating 30 tons, have been disposed of.

We note that you are intending to introduce new differentials the first of the year, and we shall be pleased to put such revisions into effect in Canada simultaneously with yourselves. I shall appreciate it, therefore, if you will advise me fully as soon as the details of your policy are definitely decided. It was pointed out that possibly the reduction made in England the first of the year would be even more than 10%, and I should be advised on this point also.

With regard to Lever Brothers, we are selling them at the same price as our other American accounts, and can see no reason for making any exception to our regular schedules for their account in Canada.

In the event that you decide to bring out a special grade for the linoleum industry, we would like information thereon, mainly as a matter of interest, since we do not find any objection on the part of that trade in the United States to our present schedule of prices on Titanium Dioxide. On the other hand, it might help us to gain an entrée with the

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*Exhibit 654*

Dominion Oil Cloth Company of Canada, which company we have never yet been able to sell.

Through the courtesy of Mr. Beschorman, I am familiar with your conference with Laporte, and of the fact that prices in Canada were not included. I believe he has already advised you that, when this matter comes up for reconsideration, which, I believe, will be the first of the year, Canada should be included if it is possible to so arrange.

Yours very truly,

TITANIUM PIGMENT CO., INC.,

I. D. HAGAR  
Eastern Sales Manager.

IDH:LE

cc: Mr. W. C. Beschorman, New York.  
Dr. Gustav Jebsen, Paris.

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**Exhibit 655**

December 28, 1934.

Mr. C. J. Stopford  
British Titan Products Company Limited  
Billingham, Stockton-on-Tees  
Co. Durham, England.

*Reference: CJS/SL/21811*

Dear Mr. Stopford:

Thank you for your letter of December 8 in further reference to the subject of prices applying to the sale of English Titanium Oxide in Canada.

We regret to note that nothing definite was arrived at in the conference with the National Pigment Company on December 7. We were in hopes that an understanding might be consummated at that time so that we could give our Canadian distributors definite advice with regard to the future handling of this material, but apparently the situation will have to continue "in statu quo" a little longer.

With regard to concessions to the manufacturers of Titanated Lithopone in Canada, there is little chance of such concessions being necessary since there are no lithopone producers in Canada, and none are likely to be established there in the near future.

We await your further advice with interest.

Yours very truly,

TITANIUM PIGMENT COMPANY, INC.

I. D. HAGAR

EASTERN SALES MANAGER.

IDH/GAG

W. C. BESCHORMAN—BUILDING

CC: G. JEBSEN—PARIS.

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Exhibit 656

Letterhead of

BRITISH TITAN PRODUCTS COMPANY LIMITED  
CJS/SL/22936

2nd January 1935

W. C. Beschorman Esq.,  
National Lead Company,  
111 Broadway,  
New York, N. Y.  
U. S. A.

Dear Mr Beschorman,

*CANADIAN SALES.*

I have now heard from National Titanium Pigments Limited that they wish to come to a price agreement covering Canadian sales of titanium pigments.

They have accepted the basis of British delivered prices plus freight, insurance and other expenses incidental to delivery in Canada, but they point out that it would be rather difficult to avoid slight differences in quotations if each price has to be built up from the English price. With this point of view we agree, and we would like you to consider whether it is not possible to fix a schedule of prices for sales in Canada delivered to customers. As a basis we would suggest you should fix a flat price for each grade and quantity to all customers within a definite radius of say Montreal and that to customers outside this area the flat price would apply plus a definite charge for every additional 100 miles transport.

What we consider to be the difficult point in the proposal put forward in Mr. Hagar's letter of November 23rd is the allowance of up to 40 cents per 100 for delivery to

*Exhibit 656*

those customers who are located at provincial communities at some distance from the main centres of distribution, as in the event of keen competition between your agents and our competitor's agents, this allowance would enable one or the other to offer a price advantage.

The other point on which there is a slight difference of opinion with National is that they will apply the differentials on contract quantities whereas you suggest only applying differentials on the amount of the individual shipments.

I should like you to reconsider this as I think that National will be at a decided advantage if they quote prices for a contract quantity and we do not.

The other important point is in connection with sales of competitive manufacturers in America, and whilst I understand that you have an arrangement with Krebs, I am not sure whether this covers Canada or not.

These two last points were raised in the Night Letter Telegram which I sent to you to-day as per attached copy.

Yours very truly,

CHAS. J. STOPFORD.

Copies to: Dr. Jebsen.

Mr Hagar

ENCL

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Exhibit 657

RADIOGRAM

CCW 25

GLH FN W962  
MIDDLESBROUGH 38 2 1026  
NLT BESCHORMAN CARE. NATIONAL LEAD  
NYCITY

NATIONAL WILL AGREE YOUR CANADIAN  
PRICE PROVOSAL PROVIDED YOU OBTAIN  
SIMILAR PRICE AGREEMENT WITH OTHER  
AMERICAN TITANIUM PRODUCERS STOP CAN  
YOU DO THIS STOP NATIONAL INSIST  
DIFFERENTIALS ON CONTRACT QUANTITIES

STOPFORD PROTITAN

January 2, 1935.



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Exhibit 658

WESTERN UNION CABLEGRAM

January 3, 1935

Stopford  
Protitan  
Middlesbrough

Assure National American Titanium producers will not only maintain your Canadian price proposal but that the prices of American oxide will be from ten to fifteen percent higher than proposed British prices

Beschorman

2436

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**Exhibit 659**

Letterhead of

**BRITISH TITAN PRODUCTS COMPANY LIMITED**

**CJS/SL/23062**

**4th January 1935**

**W. C. Beschorman Esq.,  
National Lead Company,  
111 Broadway,  
New York, N.Y.,  
U. S. A.**

**Dear Mr Beschorman,**

**I confirm interchange of cables as follows:—**

**"NLT BESCHORMAN C/O NATIONAL LEAD  
NEW YORK CITY=**

**NATIONAL WILL AGREE YOUR  
CANADIAN PRICE PROPOSAL PROVIDED  
YOU OBTAIN SIMILAR PRICE AGREEMENT  
WITH OTHER AMERICAN TITANIUM  
PRODUCERS STOP CAN YOU DO THIS  
STOP NATIONAL INSIST DIFFERENTIALS  
ON CONTRACT QUANTITIES =**

**STOPFORD PROTITAN."**

**"LC STOPFORD/PROTITAN  
MIDDLESBROUGH ASSURE NATIONAL  
AMERICAN TITANIUM PRODUCERS WILL  
NOT ONLY MAINTAIN YOUR CANADIAN  
PRICE PROPOSAL BUT THAT THE PRICES  
OF AMERICAN OXIDE WILL BE FROM TEN  
TO FIFTEEN PERCENT HIGHER THAN  
PROPOSED BRITISH PRICES =**

**BESCHORMAN"**

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*Exhibit 659*

Since writing to you on the 2nd January, I have had a letter from the National Titanium Pigments Limited confirming that until such time as we are in a position to put up a proposal for definite Canadian selling prices they will only quote in Canada on the basis of the British prices plus ocean freight and other expenses incidental to delivery to customers, so that, in general terms, the price arrangement is already in operation.

We appreciate very much the generous manner in which you are treating the British producers in allowing them to sell at a 10/15% price advantage to the customer. This should certainly help the changeover to the British product very considerably.

Yours sincerely,

CHAS. J. STOPFORD

Copy to Dr. Jebsen

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Exhibit 66Q

Letterhead of  
TITAN COMPANY, INC.

GJ/AK

Paris, December 29th, 1934.

William C. Beschorman, Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U. S. A.

Dear Mr. Beschorman,

Mr. Iuell has shown me a letter from Mr. Warshow of December 19th with copies of correspondence with Dr. Walther Baer, Zinnwerke Wilhelmsburg, of November 27th (from Dr. Baer) and of December 19th (from Mr. Warshow). I enclose copies of the same.

I am somewhat puzzled as to this. Mr. Warshow seems to have overlooked the various territorial arrangements as regards the markets of the various companies. Titangesellschaft cannot sell to Canada without the permission of the Titan Company Inc., which again must act in accordance with the Titanium Pigment Co.

Titan Company Inc. has still 109,000 blocked Marks, which it can use as payment for goods up to an amount of 25% of the value of the goods. Titan Company Inc. is, however, for the time being, practically prevented from making use of this for export to their markets in Europe, because of the existing clearing arrangements, and can only do so for export to U. S. A. and Canada, that is to Titanium Pigment Co., and to British Titan Products Co.'s markets

*Exhibit 660*

of the British Empire, which, however, are supplied by B. T. P.

With regard to export to Canada, B. T. P. has the preference according to the promise given them by you two years back and confirmed by the arrangement of this autumn. In this connection was also considered the conservatism of the buyers with regard to quality, and the advantageous position of the British Titan Products Co. in the long run, as to deliveries to Canada.

I note from a letter from Mr. Hagar of December 17th to you, that the Benjamin Moore Company has not accepted yet B. T. P.'s product. Their criticism, however, would apply, as far as I can see, also to Titangesellschaft's product. It may of course be that certain customers today would take Titangesellschaft's product and not B. T. P.'s. However, in this connection, attention should be paid to two considerations:

- 1) To avoid anything which may bring a doubt into the mind of B. T. P. as to a loyal observation of the arrangement made with them.
- 2) Titan Co. Inc.'s own desire to liberate their blocked Marks.

In connection with this last, I will also mention the strong appeal I have made to our friends in the I. G., together with a certain pressure to have them help us to get out of Germany the money due to us by Titangesellschaft (in the form of repayment of loan and profits). If the means available in this respect now are going to be

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*Exhibit 660*

used to get other money out of Germany, it may easily have an influence on their attitude and interest to help us in this respect.

In view of the mutual cooperation and assistance which should exist between the various companies of the National Lead Co., Titan Company Inc.'s aim is certainly to be of all assistance it can in matters of this kind, but I hope it is clear from the above, that it is necessary to have explanations of the reasons for a transaction as Mr. Warshow has in mind, to interfere with the present line of operations.

Looking forward to hear from you, I am, with kindest regards,

Yours very truly,

G. JEBSEN

COPY TO MR. WARSHOW



2427

Exhibit 680

Letterhead of

ZINNWERKE WILHEMSBURG G.m.b.H.

November 27, 1934.

Mr. H. T. Warshow, Director  
National Lead Company  
111 Broadway  
New York City, N. Y.  
U. S. A.

Dear Mr. Warshow:

Thank you very much for your letter of November 9, contents of which I have carefully noted. In the meantime I have made the necessary inquiries and should like to report to you as follows.

*Frozen Claim Canada Metal:*—The amount can only be compensated by export of German manufactured goods, as 80% of the value must be "German share", i.e. practically consist of wages, salaries and other cost elements paid in Germany. Our mixed tin is not fit for this purpose, as it is considered as a raw material from the manufacturing point of view, and as it contains only a relatively small "German share". The tin content and the lead content as well has been imported in shape of the tin and lead content of our refining material.

I do not doubt that it may be quite possible for you to take German manufactured goods of a \$1,200 value. That could settle the whole affair.

I shall be glad to hear from you what kind of manufactured goods you can take from Germany, and I shall

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*Exhibit 660*

be pleased to be of your assistance to secure the goods to you and to do all necessary formal steps with the authorities in order to get the permit of compensating the German delivery of manufactured goods against the frozen claim of the Canada Metal Company. As far as I can see, it will be wise if the purchase will be made through the medium of the Canada Metal or another Canadian Company, and further to buy the material after having got the permit of compensating by the German authorities.

About the arrangement further mentioned by you, under which you will ship scrap metal against mixed tin, I write you by separate letter.

Sincerely yours,

(signed) DR. BAER

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Exhibit 660

Letterhead of

NATIONAL LEAD COMPANY

New York, December 19, 1934.

Mr. Ragnar Iuell  
Titan Company A/S  
26, rue de la Pépinière  
Paris, France

Dear Mr. Iuell:

I am enclosing a letter from Dr. Baer with reference to a frozen claim of the Canada Metal Company, and a copy of my reply, which is self-explanatory. I assume that at present prices, 5½ tons will approximate \$1200.00.

We have not been successful in any other way of getting money out of Germany, so that I have not replied to your recent letter with reference to this subject. However, should anything further develop, I will write to you.

Very truly yours,

(signed) H. T. WARSHOW  
Comptroller

Encs. (2)

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Exhibit 660

COPY

December 19, 1934.

Dr. Walther Baer  
Zinnwerke Wilhemsburg G.m.b.H.  
Neuhofenstrasse 5, Wilhemsburg-Elbe  
Germany

Dear Dr. Baer:

I am in receipt of your letters dated November 27 and December 5, which are very interesting indeed.

With respect to the debt owing to the Canada Metal Company, the Canada Metal Company would like to purchase 5½ tons of pure Titanium Oxide from the Titan-gesellschaft, Leverkusen, to be delivered to Wilson, Patterson, Gifford, Ltd., 3552 St. Patrick's St., Montreal, Canada. This will be slightly in excess of the debt which you owe them and they will pay you the difference they owe you in cash. Please let me know what the formal procedure should be in this case. If you wish an order directly from the Canada Metal Company, I will have them write to you.

Very truly yours,

Comptroller

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Exhibit 661

January 10, 1935.

Dr. G. Jebsen, Vice President  
Titan Company, Inc.  
26 Rue de la Pepiniere  
Paris, France.

Dear Dr. Jebsen:

I am in receipt of yours of the 29th of December—  
#98—referring to Mr. Warshow's letter of December  
19th to Dr. Walter Baer, Zinnwerke, Wilhelmsburg.

I was thoroughly familiar with this correspondence at  
the time it was started and failed to see why anything  
therein should puzzle you. While it is strictly true that  
Titangesellschaft cannot sell in Canada without the per-  
mission of Titan Company, Inc. and the Titanium Pigment  
Company, Titangesellschaft was not going to sell in Can-  
ada except, so far as the Government was advised, on order  
from Metallurgical & Chemical Corporation. In other  
words, whatever was shipped to the Canada Metal Com-  
pany would have been turned over to the Titanium Pig-  
ment Company's agent for sale.

We are fully aware that Titan Company, Inc. has still  
109,000 blocked Marks on which it can use 25% of the  
face value of the goods exported to Metallurgical & Chem-  
ical Company in payment, but if we had arranged to use  
100% of the account due by Zinnwerke, Wilhelmsburg,  
to the Canada Metal Company, rest assured that we would  
do so.

Your statement that the British Titan Products has  
the preference on shipments into Canada is only partly cor-  
rect. They were advised that all things being equal the

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Exhibit 661

Titanium Pigment Company would buy their Canadian requirements from the B. T., P. We do not feel that a purchase such as was contemplated to get out the amount owed by Zinnwerke to the Canada Metal Company in any way violates or infringes upon this understanding.

The only other point brought out in your letter on which I must comment in your # statement--Titan Co. Inc's own desire to liberate their blocked Marks. As the National Lead Company has a very large interest in Titan Co. Inc. they are just as anxious to liberate Titan Co. Inc's blocked Marks as are you, and you can rest assured that nothing has been done, or will be done, to interfere in any way with any of our arrangements with our associates.

With kindest regards,

Very truly yours,

Executive Vice President.



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**Exhibit 662**

Letterhead of  
**TITAN COMPANY, INC.**

GJ/AK

Paris, February 2nd, 1935.

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U. S. A.

Dear Mr. Beschorman,

My best thanks for your letter of January 10th regarding the quantity of Titanium Pigment to be exported from Leverkusen to Canada in order to get out \$1200.—

I quite agree with you that Titan Company Inc. should not object to this because of its own interest.

With regard to the British Titan Products Co., in view of the interest they have taken in the Canadian market and remarks made by our English associates, as for instance in connection with the last plant extension, that B. T. P. must be prepared to meet any requirements from Canada, I have thought it best, with a view to good relations, that we should keep them informed of such shipments instead of letting the information come to them otherwise, for instance by statistics. On my last visit to London, I mentioned the matter to Stopford, who appreciated that the information was given him beforehand.

With kindest regards,

Yours very truly,

G. JEBSEN

April 9, 1935.

Dr. G. Jebsen, Vice President  
Titan Company, Inc.  
26 Rue de la Pepiniere  
Paris, France.

Dear Dr. Jebsen:

Replying to yours of the 14th—#116—re Blumenfeld agreements, Blumenfeld-Laporte, and the various conversation with Laporte, all of which are mighty interesting.

I was in Montreal on Friday and discussed very fully with Mr. Purvis of the Canadian Industries, Ltd. the Titanium situation there,—outlined to him our tie up in the United States with duPont, and in Great Britain with the Imperial Chemical Industries and others, and also outlined to him the European situation. I further advised him that we would like to develop this situation further during the balance of this year so that when the time came that it would be practical and profitable to put up a plant in Canada that they would join with us in putting it up. Also outlined to him the method by which our good-will in England was arrived at, and that we would expect to arrive at the Canadian good-will in a similar manner.

Mr. Purvis replied to all this that he thought there would be no trouble in getting together when the time came, but he referred to the anticipated visit of Mr. Weber of the Laporte Company and admitted, or rather stated, that he could see no possibility of the Imperial Chemical Industries or the duPont Company permitting him, even if he desired, to tie up with Laporte.

With kindest regards,

Very truly yours

BESCHORMAN

## Exhibit 664

May 10, 1935.

Dr. G. Jebsen, Vice President  
Titan Company, Inc.  
26 Rue de la Pepiniere  
Paris, France.

Dear Dr. Jebsen:

I am in receipt of yours of April 8th—No. 130—enclosing report regarding the National Titanium Pigments Ltd. taken from the files of Somerset House.

We have had one rather long interview with Mr. Weber of Laporte at which Mr. Stopford was present. Mr. Weber was very much interested in what he was going to get for his Canadian and American positions. Frankly, I told him that I did not see that they were worth anything; all that they had in either case were a few patents and no position in the market and, further, that when he and the British Titan Products Company get together on the British Empire position that the Canadian and American positions would take care of themselves.

He has been down to see the Krebs people and they frankly told him that they had no position and nothing to discuss with him and that they were not interested in any of the markets outside of the United States.

With kindest regards;

Very truly yours

W. C. BESCHORMAN  
Executive Vice President

## Exhibit 665

(COPY)

Letterhead of

## CANADIAN INDUSTRIES LIMITED

May 17, 1935.

C. J. Stopford, Esq.  
National Lead Company  
111 Broadway, New York, N. Y.

Dear Mr. Stopford,

In accordance with the discussion we had with Mr. Purvis the other day, I saw Weber yesterday and mentioned, after he had introduced the subject of titanium, that we had wondered whether we might negotiate for the Blumenfeld Canadian rights, not because we were greatly interested in operating under them, but perhaps to clear up the situation. The reaction from Weber was that he asked what I thought it was worth to us to have the rights. I told him that we had not evaluated the position as it was a thought that had only occurred to us as a possibility to look into.

I wondered from his reaction whether Weber had not already an option on the Canadian rights, and bearing in mind Mr. Purvis' impression that Weber might be intending to cover his position by mentioning titanium to C-I-E, I came to the conclusion that perhaps Weber's plans are considerably advanced. There is no doubt that he is spending a tremendous amount of time with Irwin and came from a meeting with Irwin to lunch with me and then went back again. He has also postponed his departure from Montreal

2437

*Exhibit 665*

until Saturday night or Sunday night because of his discussions, largely on titanium, as he told me.

I have sent a copy of this note to Haslett, who will no doubt wish to get in touch with you in London on your return so that you can discuss any plans in regard to Laporte or Blumenfeld.

Please give my regards to Mrs. Stopford and tell her that I hope she will come over with you next time you are visiting this side and perhaps stay a little longer in Canada.

With kind regards,

Yours sincerely

(Signed) H. GREVILLE SMITH

2452

2438

Exhibit 666

Letterhead of

BRITISH TITAN PRODUCTS CO., LTD.

Copies to Mr. Beschorman  
Dr. Jebsen  
Major Barley

CJS/SL/31394

H. S. Tasker, Esq.,  
London House,  
3 New London Street,  
London, B. C. 3.

20th June 1935.

Dear Mr. Tasker,

I had a further talk with Messrs. Haslett and MacKinnon of C. I. L. when they were at Billingham to-day.

They have not yet seen Weber again, but are seeing him on Tuesday of next week.

Mr. Chase of the Du Pont Paris office has not been able to get into touch with Blumenfeld, but one of Blumenfeld's assistants told Mr. Chase that whilst the position was not clear about the general British Empire rights to the Blumenfeld patent, he thought that they had disposed of the Canadian rights.

Haslett also told me that he had had a cable from Canada in which he was informed that during Weber's visit to Canada the difficulties between Monk and Titanium Limited had been straightened out and also that the control of Titanium Limited was now in London. Whether this means Laporte or not, I do not know.



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*Exhibit 666*

Haslett will communicate with me again after he has seen Laporte when he visits Luton on Tuesday and I shall let you know if any further points of interest arise.

Yours sincerely,

C. J. STOPFORD.

Copies to: Mr. Beschorman  
Dr. Jebson.  
Major Barley.

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Exhibit 667

Noted

F. S.

Wilmington, Delaware,  
June 28, 1935.

To: EXECUTIVE COMMITTEE.

FROM: FOREIGN RELATIONS DEPARTMENT.

I am attaching Minutes of a meeting held in London, between Sir Harry McGowan and Mr. Lamont du Pont. The Minutes record the discussions and the decisions reached on the various subjects listed. They have already been approved by Mr. Lamont du Pont and by Sir Harry McGowan. Mr. du Pont requested me to present the Minutes to your Committee in order that any points mentioned requiring Executive Committee approval might be discussed and suitable action taken.

The important subjects requiring your Committee's approval are those listed under Minute Nos. 3, 4 and 18. Several of the other subjects are important but do not require any action at the moment.

I shall be glad to explain in greater detail, if you wish it, the discussions which took place at the London conference.

Respectfully submitted,

WENDELL R. SWINT, DIRECTOR.

WRS/C-

## MINUTES OF MEETING

## BETWEEN

I. C. I. &amp; DU PONT REPRESENTATIVES

Held at Imperial Chemical House, 17th June,  
1935*Present:*

For I. C. I. — Sir Harry McGowan  
Mr. H. J. Mitchell  
Mr. Leonard Smith

For du Pont — Mr. Lamot du Pont  
Mr. W. R. Swint  
Mr. H. H. Ewing

1) "*DuPrene*"—*du Pont Proposals Regarding Manufacturing Licenses for I. C. I.*: The present status of this subject was reported for information only and no comments were made.

2) *Exploitation of Molecular Distillation in U. S. A.*: It was reported that agreements have been negotiated whereby I. C. I. has reserved for du Pont a non-exclusive license in the United States for the limited field requested by du Pont, it being understood that licenses will be granted by the British interests concerned to outside parties for the broad use of this invention.

3) *Position of Canadian Industries, Ltd., opposite Major Stockholders*: This subject was reviewed in the light of Mr. Lamot du Pont's letter to Sir Harry McGowan of April 19th, 1935. After full discussion it was agreed that a new agreement between C. I. L., I. C. I. and du Pont is desirable. Memorandum dated July 10th, 1934, (copy attached) covering heads of proposed new agreement was approved as representing the wishes of the major shareholders in this connection, with the exception that Para-

## Exhibit 667

V. Any product not listed in the schedules referred to in Paragraphs I and II may be manufactured or produced in Canada by I. C. I. or du Pont for consumption outside of Canada in their respective operations only.

The intent of this provision is to permit the shareholders to control such operations in Canada as might directly affect its own business in its own territory, as, for example, mining of ilmenite by du Pont for its own consumption in the manufacture of titanium oxide. It is expected that the schedules will contain a large number of individual items and will omit some materials which are included in the present C. I. L. agreements under the general classification of raw materials and ingredients. It was decided that on the next occasion of a meeting with Mr. Purvis he should be advised of the wishes of the shareholders and his comments invited with the object that a new agreement to cover the contractual relations of C. I. L., I. C. I. and du Pont may be drafted promptly for adoption in the near future.

4). *I. C. I.-du Pont Agreement—Sub-Licensees:* After full discussion it was agreed, provided this view can be found acceptable to the du Pont Legal Department, that any revenues which may be derived from the sub-licences on scheduled products granted to outsiders in the licensee's exclusive territory should remain the exclusive property of the licensee.

With regard to non-exclusive territory, it is recognised that the Agreement does not contemplate the granting of sub-licenses to third parties by that principal who has re-

*Exhibit 667*

quested and obtained from the other a non-exclusive licence to one of the latter's inventions. Any licences granted to outsiders in non-exclusive territory may be granted only by the principal owning the invention and any revenue obtained from such licences is his exclusive property.

It is realised that the circumstances may arise which might make it inadvisable or inequitable to follow exactly the procedure described in the preceding paragraph. It is obviously impossible, however, to legislate in advance for all contingencies, and it is recognised that when special conditions exist or arise, each case will be discussed on its merits and settled by mutual agreement.

5) *I. C. I.-du Pont Agreement—Treatment of Inventions of an Engineering Nature:* After discussion it was agreed that with regard to inventions of an engineering nature which may be applicable to industries covered by the Agreement and to other industries as well, the principal owning such an invention is obligated to offer non-exclusive licences to the other principal for the latter's exclusive territory, but only for use in Agreement industries, the inventing principal being entirely free to dispose of the invention as it sees fit for use in non-Agreement industries. From practical considerations it is recognised as desirable that each principal should keep the other advised of his plans for the exploitation of such inventions in the other's exclusive territory.

6) *Position of Nobel Chemical Finishes, Ltd., opposite Major Stockholders:* It was agreed that in principle it is desirable for I. C. I. to purchase du Pont's shares in Nobel Chemical Finishes and Leathercloth Proprietary, Ltd., provided a mutually satisfactory price can be agreed upon.

*Exhibit 667*

I. C. I. will examine the position as soon as possible and will submit to du Pont an offer for its shares in those two Companies.

7) *Evaluation of Patents and Processes*: It was reported that substantial progress has been made in the evaluation of patents and processes offered and accepted by both parties, and it was agreed that I. C. I. would advise du Pont when they are ready to have discussions opened on this subject, it being understood that Dr. Sparre will come to England for this purpose some time this autumn.

8) *Tetra-Ethyl Lead*: Sir Harry McGowan reported discussions which he had had with representatives of the Ethyl Gasoline Corporation, which indicated that I. C. I. might become interested in undertaking the manufacture of tetra-ethyl lead in co-operation with the Ethyl Gasoline Corporation. In the event that these negotiations led to such an agreement, du Pont declared itself ready to give I. C. I. such technical and engineering information and assistance as it might require upon the same terms as had been agreed by du Pont with respect to the I. G. Farbenindustrie for Germany. Details of these terms will be furnished to I. C. I. shortly. I. C. I. may wish to make a technical investigation of tetra-ethyl lead manufacture before becoming definitely committed with the Ethyl Gasoline Corporation and du Pont expressed its willingness to facilitate such an investigation provided the Ethyl Gasoline Corporation had no objection.

9) *Review of Joint Military Sales Organisation*: It was agreed that no action should be taken at present with regard to the existing arrangement for joint effort on military



*Exhibit 667*

sales. It was, however, agreed that Duperial should not represent either or both principals in the sale of products of a military nature manufactured by such principals.

10) *Duperial Control*: This question was raised for the purpose of re-affirming the intention that the shareholders of Duperial shall exercise complete control of major matters of policy affecting the business of Duperial and its subsidiaries. After examination of the records and full discussion it was agreed that the memorandum of February 7th signed by Mr. Mitchell and Mr. Crane, entitled "Merging of Argentine Interests," fully covers the situation and that no further legislation is necessary. It was pointed out that similar regulations should be adopted for the control of Ducilo and the necessary steps will be taken to ensure that this is done. (This subject was discussed in the light of the fact that by agreement between Ducilo and its shareholders Ducilo is free to export; it is, however, the desire of the Ducilo shareholders that such export business shall not be undertaken without their express permission and the point was felt to be covered as above.)

11) *Brazil Developments*: After discussion it was agreed that in principal it is desirable that I. C. I. and du Pont should cooperate in Brazil in a manner similar to that already in force in the Argentine. It was felt by du Pont, however, that it would be preferable to delay any active steps in this direction for some months. Meanwhile, it is important that I. C. I. and du Pont should keep each other advised of any intentions for expansion in Brazil. With regard to the artificial leather plant of Azevedo Soares recently purchased by I. C. I., du Pont has accepted in

*Exhibit 667*

principal I. C. I.'s invitation to participate in this enterprise and is awaiting details of the financial position and results of the Soares Company in order to permit a definite decision as to whether it wishes so to participate.

12) *Chile Explosives Company Salaries*: It was decided to defer discussion of this subject pending further examination.

13) *Developments in the Field of Hydrogenation and Hydrogen Manufacture*: The status of the present situation was reported without further comment.

14) *Remington Rolling Mills*: Remington is considering the installation of a rolling mill and has enquired whether I. C. I. will be prepared to assist it with technical and engineering information. I. C. I. declared in principle that they would be pleased to cooperate provided no prior commitments or obligations exist. I. C. I. will examine the position and advise Mr. du Pont about July 1st.

15) *C. I. L. Bonus Shares*: I. C. I. feels that the increasing number of bonus shares may be detrimental to the best interests of the major shareholders through the possibility that these shares may find themselves in the hands of outsiders, i.e. non-employees, and the suggestion was made that some effort should be made to regulate this position, either through substitution of cash bonus for stock bonus or some stipulation that the bonus shares must be offered to C. I. L. before any attempt is made to dispose of them to outsiders. Mr. du Pont felt that stock bonuses were decidedly preferable to cash bonuses and suggested that

*Exhibit 667*

C. I. L. should follow a policy of buying in the market any C. I. L. bonus shares offered for sale, provided the price was suitable. It was agreed that this subject would be discussed with Mr. Purvis at the first opportunity.

16) *Carbide & Carbon Chemical Corporation:* The status of I. C. I.'s negotiations with the Carbide & Carbon Chemical Corporation was reported without further comment.

17) *C. I. L.—Equation of du Pont and I. C. I. Holdings:*

A brief discussion was had on the extent to which C. I. L. stock owned by an employee of one of the major shareholders could be considered as under the control of that shareholder. It was felt unnecessary to take any decision or action at this time. It was suggested that I. C. I. and du Pont should confer on the desirability of acquiring any shares which may come on the market.

18) *South American Explosives Arrangements:* It was reported for the information of the principals that agreement had been reached with the D. A. G. regarding a renewal of the E. I. L. arrangement and that a new arrangement had been made between D. A. G. and C. S. A. E. regarding the sale of explosives in Chile and Bolivia.

19) *Ducilo Expansion:* Mr. Lammot du Pont reported that after examination it was recommended that no increase in the proposed capacity of Ducilo should be considered at this time in view of expected technical developments. I. C. I. concurred in this recommendation.

20) *Duperial Salaries and Bonuses:* After discussion it was agreed that it is undesirable at the moment to adapt

*Exhibit 667*

any hard and fast bonus scheme for Duperial in view of the fact that it is not possible as yet to judge what the results of this new Company will be. It was agreed that until such time as it is considered wise to institute a bonus scheme the shareholders will allocate a sum of money from the earnings of the Company each year for the purpose of paying a bonus to the staff, and that the Duperial management should be advised of this decision. Letter from Mr. Salmon recommending several salary adjustments was briefly discussed and it was decided that Mr. Salmon's recommendations; after revision, agreed between Mr. Mitchell and Mr. Swint, should be authorised.

(S) L. DU PONT

(S) H. MCGOWAN

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**Exhibit 668**

Letterhead of

**BRITISH TITAN PRODUCTS COMPANY LIMITED**

CJS/SL/31751

28th June 1935.

W. C. Beschorman Esq.,  
National Lead Company,  
111 Broadway  
New York, N. Y.,  
U. S. A.

Dear Mr Beschorman,

I enclose herewith a copy of a letter I have just received from Mr Haslett of C.I.L., which will, I think, interest you.

I understand that C.I.L. will be communicating with you after Mr Haslett's return. He proposes to sail for Canada on July 5th.

Yours very truly,

**CHAS. J. STOPFORD**

Letterhead of

IMPERIAL CHEMICAL INDUSTRIES LTD,

26th June 1935.

Mr Stopford,  
British Titan Products.  
Billingham.

Dear Stopford,

You will no doubt be interested in hearing one or two details of the discussion which Mr MacKinnon and I had yesterday with Mr Weber of Laportes. Mr O'Brien was unavoidably called away through the death of his mother-in-law, and we therefore had Mr Weber to ourselves. I am meeting Mr O'Brien and probably Mr Weber also on Friday afternoon.

First of all Mr Weber stated quite definitely that they were in a position to hand over the Blumenfeld patents for Canada if we could see our way to bring Laportes into the Canadian picture. On being pressed he would not state that they had acquired the patents but was quite positive that they were in a position to contribute them into the pot. As regards the British Empire and United Kingdom patents (excluding the Canadian), Mr Weber refused to state his position, and when we put the question outright he merely repeated that they were in a position to hand over the Canadian patents.

He showed us through a portion of his plant but we did not see the reaction vessels and Mr MacKinnon could not therefore form an opinion as to the suitability of their



*Exhibit 668*

process for Canada, except that it would appear as though the initial capital cost for a plant having a capacity sufficient for the Canadian market for the next two or three years would be less if we utilised the Laporte process than would be the case with your process.

Mr Weber did not seem to be unduly worried about the recent decision on prices and, in fact, intimated that further reductions were probable in the comparatively near future. He felt that even with the lower prices prevailing manufacture in Canada with a market of approximately 600 tons per annum would be profitable.

He claimed that they would shortly be producing a 98% product, and stated quite definitely that the process had been satisfactorily tested in practice.

So far as the terms on which they expected to share in the Canadian market are concerned, Mr Weber expressed a preference for a share in the equity of the Canadian Company but implied that if National Lead were prepared to sell their position to C.I.L., then Laportes would do likewise. We spent a considerable time endeavouring to show that the National Lead contribution would be substantially in excess of Laportes, and that if we were faced with the choice between an association with National Lead and an association with Laportes we would undoubtedly select National Lead as partners. In reply to our suggestion that the Laporte contribution would be comparatively slight, he pointed out that we should not regard the bringing in of Laportes as a payment for "nuisance" value, as the Laporte Canadian Company would have commenced manufacture in 1929 had it not been for the depression, and they were quite positive in their intention to go ahead independently if an association with C.I.L. on reasonable terms proved impossible.

*Exhibit 668*

He added that they would have no difficulty whatsoever in raising the necessary capital, and in this respect I must say that he is probably correct for apart from the ease with which Laportes could raise new capital in England he is associated with people in the U.S. and Canada who would probably be very pleased to put up the necessary money.

Mr Weber asked us directly if we had decided to work in association with Laportes, and we replied that whilst we could not give a definite answer at this stage we had decided to explore the matter with every sympathy.

Yours sincerely,

signed: L. W. HASLETT.

## Exhibit 669

BRITISH TITAN PRODUCTS CO., LTD.  
BILLINGHAM

May 21, 1935.

L. P. O'Brien, Esq.,  
National Titanium Pigments Limited,  
Kingsway, Luton, Bedfordshire,  
England.

Dear Mr. O'Brien:

*Canadian Prices.*

As you have probably heard from Mr. Weber, a provisional arrangement was made in Montreal for your agents and ours to hold the following prices for Titanium pigments pending confirmation from Luton and New York, these prices being based on the less than two ton item in the English schedules.

|      |       |   |
|------|-------|---|
| 25%— | 7¢    | per lb. delivered customers in Eastern Canada |
| 80%— | 16¢   | " " " " " " "                                 |
| 98%— | 18.8¢ | " " " " " " "                                 |

Pigment delivered to Winnipeg or further West to be sold at half a cent per pound more.

Contracts to be based on the same price differentials for quantity as are already agreed between us for England and the rest of the Empire.

In fixing Canadian prices, it is necessary to consider American as well as English prices, and market conditions. After detailed consideration of all points, we have decided on the following scheme:

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*Exhibit 669*

| Basic Prices | British Pigments | American Pigments<br>(for comparison only) |
|--------------|------------------|--|
| 98%          | 18.4¢ per lb     | 21.4¢ per lb.                              |
| 80%          | 15.7¢ " "        | —  |
| 25%          | 7.0¢ " "         | 7.5¢ per lb.                               |

For under 2 ton lots delivered to customers in Eastern Canada.

Plus 0.5¢ per lb. delivered to Winnipeg and the West.

Deductions in price for contracts and quantity to be based on the English scale as already agreed between us.

These prices are based on a rate of exchange of 4.865 Canadian dollars per Pound Sterling and will be adjusted every fifteen days. The exchange adjustment will be calculated by our New York friends who will instruct Wilson, Paterson, Gifford Limited, their Canadian agents. I would suggest that your Canadian agents should adjust prices for exchange variations in conjunction with Wilson, Paterson, Gifford Limited.

Period contracts should be based on the English currency equivalent of the Canadian price so that the seller is covered against exchange risks.

Intermediate strengths of pigment will be sold at equivalent prices.

I shall be pleased to receive your agreement to or suggested modifications of this arrangement as soon as possible. I expect to be back in England about June 4th, and look forward to meeting you soon afterwards.

Yours sincerely

C. J. STOPFORD,  
General Manager

2 Copies—I. D. Hagar

1 Copy—Mr. Weber

## Exhibit 670

Letterhead of

BRITISH TITAN PRODUCTS COMPANY LIMITED

CJS/SL/31312

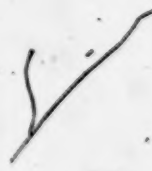
W. C. Beschorman Esq.,  
National Lead Company,  
111 Broadway,  
New York, N. Y.,  
U. S. A.

18th June 1935.

Dear Mr Beschorman,

As you will see from the enclosed copy of a memo. we have had a meeting with Laporte, when nothing was settled in regard to technical co-operation on a quota basis, but we have decided on a 15% reduction in price. This was decided after consideration of an estimated profit statement which showed that on a basis of 3,000 ton sales and the April production costs, we should have a profit of approximately £60,000, before deduction of tax, over 12 months. This profit will not be realised during the present year as of course production costs were higher during the early part of the year and we started the year with stocks at last year's production costs, which was considerably higher. The April cost was £36 per ton  $TiO_2$ .

You will note from the memo. that whilst these reductions have been agreed to take place as from July 1st in Great Britain, and that the prices for the Empire (excluding Canada) will be fixed at figures equivalent to the British delivered price plus freight and insurance, we have obtained Laporte's agreement not to alter the Canadian prices for the time being. This does leave open the posi-



*Exhibit 670*

tion that an unscrupulous buyer in Great Britain could buy material here (although the material is not sold for export) and put it c.i.f. Montreal at a price of approximately 15.9 cents per lb. for oxide and 6.4 cents per lb. for 25% barium pigment, at 4.93 exchange rate, whereas you will remember that the Canadian prices for British pigment were fixed at 18.4 cents per lb. for oxide and 7 cents per lb. for 25% pigment, based on the rate of exchange of 4.865 Canadian dollars per £. . . sterling.

I do not think there is much risk of our material being exported to Canada as we keep a fairly close track on the material we sell, but I do not know whether Laporte are so careful.

Yours very truly,

CHAS. J. STOPFORD

C. J. STOPFORD,

General Manager.

Copy to Dr. Jebsen.



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2457

Exhibit 671

September 15, 1936

Dr. G. Jebsen  
Titan-Company, Inc.  
26 Rue de la Pepiniere  
Paris, France

*STRICTLY PERSONAL*

Dear Dr. Jebsen:

For your information I am enclosing copies of two letters received from Mr. W. S. Robinson together with copy of my reply to his first letter.

You will note in his second letter, dated September 5th, that he answers one of the questions which arose in all of our minds when he first brought the matter up by his statement in the last paragraph of that letter that he was only questioning the obligations of the British partners to each other. I am still of the opinion that when he gets the attorney's interpretation of the contract he will find that the rights of the British partners toward each other are limited to the territory covered by the license agreement, in other words, the British Empire, exclusive of Canada, New Foundland, etc.

Please do not show this correspondence to anyone.

Yours very truly,

W. C. BESCHORMAN  
Executive Vice President

Encs.

2472

2458

*Exhibit 671*

(COPY)

Letterhead of  
**IMPERIAL SMELTING CORPORATION LIMITED**

5th September, 1936  
Saturday

W. C. Beschorman Esq.  
National Lead Company  
111 Broadway  
New York City

Dear Mr. Beschorman:

— I have your letter of the 25th August with its kind references to myself by you and your associates, which I much appreciated.

— Your letter supports my belief that you misunderstand my attitude. You say:

“I do not feel our British partners have any legal right to say what the Titanium Pigment Company shall do in Canada and whom it should select as a partner”.

No right of the Titanium Pigment Company to do what it liked in Canada has been challenged by me. Throughout the long negotiations of the past, the rights of the United States Company in Canadian territory were firmly supported by me.

Again, there has never been any claim made by me that British Titan has any authority or power outside of its territory.

2459

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*Exhibit 671*

Neither of these questions was raised by me—if I had desired to do so, I would have approached you first. If any legal point arises on these questions, I leave it to the lawyers to decide.

In my opinion, the obligations of the British partners to each other are such as to justify the belief that any arrangement which either directly or indirectly increased the relative interests of one party in the Titanium industry, should at least have been discussed with the others before it was even in principle agreed. This does not involve any action of yours or affect any of your Company's rights.

My kindest personal regards to your associates and yourself.

Yours sincerely,

(Signed) W. S. ROBINSON

2474.

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Exhibit 671

(COPY)

Letterhead of  
IMPERIAL SMELTING CORPORATION LIMITED

8th August, 1936  
Saturday

Mr. W. C. Beschorman,  
The National Lead Company  
111 Broadway  
New York City  
U.S.A.

Dear Mr. Beschorman:

*British Titan Products*

I have been informed that you "are a good deal upset" by the discussion raised by me on Clause 11 and its relation to the new Canadian company and that you regard my attitude as "an encroachment on the National Lead Company's right to choose the most suitable partner in their opinion for their Canadian business". If these statements correctly represent your views, I feel I should say that you misunderstand my reasons for raising this subject. I thought I had made it abundantly clear at the Board Meeting that I did not raise my point in any spirit of antagonism but solely with the object of determining the rights and obligations of the parties owning British Titan Products.

Before dealing with this matter may I say that ever since the question of Titanium was raised between Mr. Cornish, the late Mr. McCarty and myself I have always

*Exhibit 671*

made it perfectly clear that the National Lead Company's rights were clearly recognized by the Imperial Smelting Corporation. I go further and say that examination of our actions throughout the history of this business will, I am confident, show that the protection of the interests of the National Lead Company has been our first consideration. I feel sure that this will be readily recognized by all who were intimately associated with our negotiations from their inception many years ago.

Our records here of past negotiations make frequent reference to the Canadian market. Our English associates were all for attempting in the 1932 negotiations

"to obtain the Canadian market or at any rate some share in it for the company".

My efforts were directed in bringing about a solution of a difficult problem to the reasonable satisfaction of the National Lead Company. Mr. Cornish wrote me on 20th July, 1932, stating

"The third modification could not be made to apply to Canada but could be made to apply to all the rest of the British Empire. This is because the American company has exclusive rights in Canada, whereas the European company would not be able to transfer any rights in Canada whatsoever, although the National Lead Company has the controlling interest in both companies. The other stockholders differ in the two companies, Dr. Jebsen holding a minority interest in the European company and none in the American company and some stockholders owning stock in the American company and none in the European..

## Exhibit 671

"Inasmuch as our sales department is thoroughly organized in Canada and negotiations have been pending with other Canadian interests to manufacture in Canada and we have \$550,000 par value of Canadian gold bonds with which to build the plant (if necessary) in Canada, I think probably this feature will adjust itself by letting our Canadian company instead of building a plant buy from the American company or the new plant to be constructed in England, whichever may prove more advantageous to it, but itself to keep control of its own sales that are already well organized far beyond anything we have in England proper. *For the time being* therefore the Canadian business should be excluded from consideration."

Our English associates in September of the same year again raised the Canadian question and after discussing the right to deliver to the Canadian Sales Company on an agreed basis plus a reasonable profit it was agreed.

"to ask National Lead Company that when the Canadian company decided to commence manufacturing operations the British company should be given an opportunity to discuss financial participation on equal terms with other parties".

When the Imperial Smelting Corporation finally agreed to the terms of the association with your good selves, the I.C.I. and Goodlass Wall, we did so in the belief that the three English interests were giving up all right, title and claim to the Titanium industry in return for *an equal holding*, viz. 17%, to each. The effect of the proposals which



2463

*Exhibit 671*

I understand are now being considered for Canada appears to me to definitely alter this ratio.

I trust neither you nor your associates will regard this letter as being any more than an effort to justify—~~apart~~ from anything there may be in the agreements—my action in raising this point.

In conclusion may I express the hope that you and your associates will accept my assurance that we have no desire to inconvenience the National Lead Company in any way.

My kindest regards to you all,

Yours sincerely,

(Signed) W. S. ROBINSON

October 28, 1936.

Dr. G. Jebsen, Vice President

Titan Co., Inc.

26 Rue de la Pepiniere

Paris, France.

Dear Dr. Jebsen:

I have your letter of the 16th, No. 199, enclosing copies of two different letters to Mr. Tasker, all of which is quite interesting.

As I have written you before, a representative of the Canadian Industries Limited will be in London within the next month to discuss with the B.T.P. and then, possibly together, take up with LaPorte price and quota arrangements for Canada; I presume that the B.T.P. will discuss arrangements at the same time for England and the rest of the British territory outside of Canada.

I have discussed this matter very fully with the representative of the C.I.L. and the tentative arrangements that we have made are entirely on the lines specified in the second paragraph, page three, of your letter of October 14th to Mr. Tasker.

I kept no memoranda of our conversation, but as I recall it now we discussed four different tentative arrangements. First, to buy out LaPorte's Canadian interests, which would include all patents or patent rights including the Blumenfeld patents, (for a cash sum paid at once; second, with cash remuneration over a period of ten years; third, if the above does not appeal to them permit them to sell in Canada up to 100 tons of  $TiO_2$ , maintaining our prices. Anything that they sell over 100 tons they will buy

*Exhibit 672*

from the new Canadian Titanium Pigment Company. 100 tons represents approximately 10% of the Canadian trade.

Under present conditions I cannot see that the English people can discuss anything with Laporte except as you have outlined in the paragraph of your letter to which I have referred above. Maybe some of the other things may develop for discussion later on.

With reference to the last paragraph of your letter, the DuPont matter is in about the same position as it was when you left here.

With kind regards,

Very truly yours

W. C. BESCHÖRMAN  
Executive Vice President.

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Exhibit 673

October 28, 1936.

Dr. G. Jebsen, Vice President  
Titan Co., Inc.  
26 Rue de la Pepiniere  
Paris, France.

Dear Dr. Jebsen:

I am in receipt of yours of the 16th—No. 203—referring to Thompson's letter of August 18th regarding arrangements for LaPorte, all of which is very interesting.

Mr. MacKinnon of the Canadian Industries Limited, who will be the manager of the new Titanium plant in Canada when built, is making a trip over to England on some business for the C.I.L. and will at that time contact O'Brien and Weber of the LaPorte Company to sound them out on some kind of a line for arrangements in Canada. Before calling on them he will see Stopford and endeavor to work it together.

With kind regards,

Very truly yours

Executive Vice President.

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Exhibit 674

Inter-Office Correspondence

TITANIUM PIGMENT COMPANY, INC.  
111 BROADWAY, NEW YORK

October 30, 1936

Subject MEMO—Wilson, Paterson, Gifford, (1935) Ltd.  
To MR. BESCHORMAN, Executive Vice-President,  
National Lead Company  
From I. D. Hagar, Eastern Sales Manager, New York  
Office  
Reference

Dear Mr. Berschorman:

Please note the attached copy of a letter just received from Mr. Paterson of Wilson, Paterson, Gifford, relative to the low quotations on titanium dioxide originating with La Porte made by Bruce Ross in Toronto.

This very satisfactorily clarifies an irritating situation and I believe that there is now reason for a greater degree of confidence that the competitive situation in Canada will be reasonably well controlled while Mr. McKinnon is conducting his negotiations in England.

Yours very truly,

TITANIUM PIGMENT COMPANY, INC.

I. D. HAGAR

Eastern Sales Manager

IDH:ELB

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Exhibit 674

COPY

WILSON, PATERSON, GIFFORD (1935) LIMITED

Montreal, Que., Canada.

October 28th, 1936

Ivan D. Hagar, Esq.,  
Titanium Pigment Co., Inc.,  
111 Broadway,  
New York, N. Y.

Dear Ivan,

I was up in Toronto on Monday and had a talk with Bruce Ross on the telephone, in reference to the prices at which he had been offering English Titanium Oxide. He told me, first of all, that he had quoted these prices owing to a misunderstanding and that in the meantime they had been withdrawn. He said however that they were offering English Titanium Oxide in bags and, as he understood that the bag price was a quarter of a cent per pound less than the keg price, this might account for some of the difference. I recall some discussion in reference to this phase of the matter when we first established English prices, but I am not sure whether we were charging the extra price for the wooden kegs in which he had been getting the material.

He said that he had no knowledge of the contract basis for this material, and I agreed to send him copies of the type of contract we make with our customers, also a letter explaining this as far as possible. I have done this today, sending him these contract forms, with as much explanation as I could get into a letter, and I am making the same explanation to Walter Dickson here. I saw Walter the



2469

*Exhibit 674*

day I got back and went over the whole situation with him, and promised to bring in contract forms and I am now going to get him so that I can do this.

I have reported all this to Mr. McKinnon and I still think that these prices were quoted owing to a misunderstanding of how we are writing contracts for the English material. Bruce Ross was very nice about it and said that if he understood the matter thoroughly he would be very pleased to keep in line. Walter Dickson made one or two remarks to me that might possibly indicate that his people in England were not averse to taking advantage of such a situation, but he did not tell me definitely at all that he had any instructions except to keep in line with our prices and contract idea. I was going to telephone you about this, but I knew that you would be very much tied up at the sales convention and if you knew that the prices had been withdrawn that is the most important thing in the meantime, so that I thought this letter would do, more especially as Mr. McKinnon got all this information just as soon as it was available.

Yours very truly,

WILSON, PATERSON, GIFFORD (1935) LIMITED

A. L. PATERSON

Director

## Exhibit 675

MEMORANDUM PREPARED FOR MR. MACKINNON'S NEGOTIATIONS WITH MESSRS. B. LAPORTE & COMPANY, ENGLAND, RE TITANIUM DIOXIDE.

Laporte are perfectly justified in attacking British Titan Products and the National Lead Group in any accessible markets at prices fixed by British Titan Products for England against the wish of Laporte. It is true that this is unfriendly as such a move on their part cannot benefit them for two reasons:

1. With greater production we will no longer be vulnerable and Laporte's threat can only be temporary.
2. They cannot establish themselves in the Canadian market for they must realize we will merely meet their prices and take a loss until we are protected by a tariff or have reduced our costs.

Their action demonstrates clearly that Nuisance Value is their only asset and we were correct therefore in evaluating their patents and market position as Nil.

Laporte are in a position to reduce our estimated profits by \$62,000 (\$99,532 less \$37,776) in 1937, ~~\$77,000~~ (\$81,722 less \$4,534) in 1938, \$64,000 (\$153,141 less \$56,678) in 1939, and probably \$40,000 in 1940—a total sum of \$243,000—apart from the possibility that they may take away some tonnage by making an active effort in Canada.

If we assume that by 1942 we will be able to earn a satisfactory profit at the lower level of prices applicable in England we can regard this sum as capital spent in the development stages without any chance of being recovered.

*Exhibit 675*

We should therefore consider the wisdom of granting Laporte a share in the new Company's profits that will satisfy them and at the same time yield a good return on the \$243,000.

We do not want to complicate the operation of the new company by having a third partner, particularly as we do not wish to establish an exchange of information with Laporte and therefore the issue of voting stock does not appeal to us.

On the other hand, Laporte do not favour a sale of their patents and rights for cash, as they are interested in sharing in the prosperity of the industry. I believe there is a chance that they feel so strongly on this point they would be prepared to put up cash if they were given the opportunity.

If we had offered to permit Laporte to subscribe for 5% or 10% of the "A" stock a year ago I believe they would have accepted it. Let us work out an equivalent payment through royalty:

| 1<br>Profit | 2<br>Bond<br>Interest | 3<br>Tax<br>17½% | 4<br>7% on A<br>Stock | 5<br>6% on B<br>Stock | 6<br>Surplus<br>available<br>for A Stock | 7<br>Laporte income (other than<br>7% on money invested) with<br>following stockholding or<br>royalty: |       |        |
|-------------|-----------------------|------------------|-----------------------|-----------------------|--|--|-------|--------|
|             |                       |                  |                       |                       |  | 5%   | 7½%   | 10%    |
| \$          | \$                    | \$               | \$                    | \$                    | \$                                       | \$   | \$    | \$     |
| 100,000     | 77,000                | 4,025            | 7,000                 | 11,975                | —  | —  | —     | —      |
| 143,667     | 77,000                | 11,667           | 7,000                 | 48,000                | —  | —  | —     | —      |
| 150,000     | 77,000                | 12,775           | 7,000                 | 48,000                | 5,225                                    | 261  | 392   | 522    |
| 175,000     | 77,000                | 17,150           | 7,000                 | 48,000                | 25,850                                   | 1,292  | 1,939 | 2,585  |
| 200,000     | 77,000                | 21,525           | 7,000                 | 48,000                | 46,475                                   | 2,324  | 3,486 | 4,647  |
| 225,000     | 77,000                | 25,900           | 7,000                 | 48,000                | 67,100                                   | 3,355  | 5,032 | 6,710  |
| 250,000     | 77,000                | 30,275           | 7,000                 | 48,000                | 87,725                                   | 4,386  | 6,579 | 8,772  |
| 275,000     | 77,000                | 34,650           | 7,000                 | 48,000                | 108,350                                  | 5,417  | 8,126 | 10,835 |
| 300,000     | 77,000                | 39,025           | 7,000                 | 48,000                | 128,975                                  | 6,449  | 9,673 | 12,897 |

*Exhibit 675*

Another method of satisfying Laporte might be to offer them a fixed tonnage (say 100 tons per annum) for resale in Canada at an agreed formula price or, alternatively, to permit them to resell a fixed percentage (say 10%) of the market. In either case their sales would depend on their ability to obtain business at equal prices, subject to the tonnage limitation.

Laporte might prefer to sell their English product, but we would regard this with disfavour as they have no established position and the maximum outlet is essential to economical operation of the Canadian plant. In any case we should be able to offer them a price that will make it more profitable to purchase as their costs are believed to be high.

The basis for arriving at the price would be the subject of negotiation but our aim would naturally be to relate their resale profit to the income they would receive under the royalty plan. Its advantage over the royalty plan would be the preservation of competition with its resultant stimulation to sales volume and to our own selling organization, together with the fact that Laporte would have to work for their profit. On the other hand, the royalty plan is probably simpler in practice and is perhaps less likely to be regarded as being contrary to anti-combine legislation.

Prices could be made to vary with selling prices by allowing a fixed discount from selling prices or with cost of manufacture by adding a fixed percentage to the new company's cost. The former method appears more satisfactory as we do not wish to divulge cost information.

At present U. K. selling prices of \$311.95 per ton for Titanium Dioxide (15% below Canadian level), and assuming a 5% selling cost, Laporte would derive the following net profit at varying discounts:

2473

## Exhibit 675

| Discount  | 15%    | 20%    | 25%    |
|---|--------|--------|--------|
|   | \$     | \$     | \$     |
| Net Profits with annual tonnage fixed as follows: |        |        |        |
| 100 tons  | 3,119  | 4,679  | 6,239  |
| 200 tons  | 6,239  | 9,359  | 12,478 |
| 10% of 1937 market (1,115 tons)                   | 3,478  | 5,217  | 6,956  |
| 7½% " " " "                                       | 2,608  | 3,912  | 5,217  |
| 5% " " " "  | 1,739  | 2,608  | 3,478  |
| 10% of 1938 market (1,393 tons)                   | 4,345  | 6,516  | 8,690  |
| 7½% " " " "                                       | 3,258  | 4,887  | 6,516  |
| 5% " " " "  | 2,172  | 3,258  | 4,345  |
| 10% of 1939 market (1,740 tons)                   | 5,427  | 8,140  | 10,854 |
| 7½% " " " "                                       | 4,070  | 6,105  | 8,140  |
| 5% " " " "  | 2,713  | 4,070  | 5,427  |
| 10% of 1942 market (3,500 tons)                   | 10,916 | 16,374 | 21,832 |
| 7½% " " " "                                       | 8,187  | 12,280 | 16,374 |
| 5% " " " "  | 5,458  | 8,187  | 10,916 |

It is not likely that Laporte would be satisfied with less than 10% of the market in the early stages and yet we would prefer to limit their sales to a maximum tonnage. We might suggest, therefore, a combination of the two schemes by offering him 10% of the market up to a maximum of 200 tons per annum. With a 15% commission, the net profit would be \$6,239 per annum, which is approximately equal to the following royalties:

|                                      | \$ |
|--------------------------------------|----|
| 5% with profits at 300,000 per annum |    |
| 7½% " " " 250,000 " "                |    |
| 10% " " " 225,000 " "                |    |

Below I have listed in their order of preference the various schemes that have been discussed in this memorandum:

*Exhibit 675**A. Outright Purchase for Cash*

A payment of \$20,000 might appeal to Laporte, but actually \$50,000 (spread over 5 or 10 years) would be well worth while from Canadian Titanium Pigment's viewpoint.

*B. Fixed Quota for 10 Years or Life of Patents*

An offer to sell Laporte 100 tons per annum at a 15% discount, (or even 25% discount), would cost us between \$3,119 and \$6,239 per annum.

*C. Percentage quota with Limitation for 10 Years or Life of Patents*

An offer to sell Laporte 10% of total market at 15% discount, (or even 20% discount), with a limit of 200 tons per annum would not cost more than \$6,239 or \$9,359 per annum, with commissions of 15% and 20% respectively.

*D. Percentage Royalty on Profits after Charging Taxes, Bond Interest, First 7% Dividend on "A" Stock and 6% Dividend on "B" Stock for 10 Years or Life of Patents*

An offer to allow Laporte a royalty on surplus profits would be simple and might appeal to them inasmuch as it would be more in line than any other scheme with their original desire to acquire a stockholding in the new company. A 5% royalty would cost up to \$6,449 with total profits at \$300,000 and a 10% royalty would cost \$12,897.



*Exhibit 675**E. Percentage quota for 10 Years or Life of Patents.*

An offer of this nature would give Laporte a large tonnage after the market is fully developed and if the discount were fixed so as to give Laporte an acceptable return during the early years, the cost would eventually be of greater dimension than we would wish.

*F. Bonds or "B" Stock for Cash*

An offer of Bonds or "B" Stock to Laporte for cash might appeal to them if they place great value on stock ownership even if it did not permit them to share in surplus profits. An obvious objection from our point of view is, however, that they might control company if Bond interest or "B" Stock dividend were not earned.

*G. Bonds or "B" Stock free of Charge*

The same objections as those applicable under "F" above would exist.

---

It should be noted that an essential feature of any arrangement with Laporte is their agreement to assign all their Canadian Titanium Dioxide patents to Canadian Titanium Pigments Limited.

L. W. HASLETT  
V. B.

7th November 1936.

L.W.H.—V.B.

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Exhibit 676

Letterhead of

TITAN COMPANY, INC.

Paris, November 9th, 1936.

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U. S. A.

Dear Mr. Beschorman,

I refer to Mr. Tasker's letter to you of November 6th, re Canadian supplies.

I was not informed about your last letter before in the Board Meeting, and felt that your request regarding an obligation on behalf of B. T. P. towards the Canadian Titanium Pigment Co. as to deliveries for an undetermined period after the two years subsequent to the starting of a Canadian factory was going rather far, particularly in view of the possibility of having B. T. P. supply some of Titan Company Inc.'s markets, as such an obligation will give the Canadian company preference as to deliveries from B. T. P. for all times, even if regular supplies had ceased during a certain period.

There was no intention by the Board, in not entering into this obligation, not to supply Canada if material is available also after the expiration of the two years, but the obligation seems rather far going.

It seemed from your letter that the main point was to arrange for supplies from B. T. P. similar to the arrangements for deliveries from Titangesellschaft at B. T. P.'s

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*Exhibit 676*

start and I hope therefore that the minute is satisfactory to you. If not, please let me know. There was some doubt as to whether you wished a separate agreement drawn up, which of course, in case, can be done, but it was assumed that the resolution would be satisfactory to you and would avoid the working out of details which seemed unnecessary in view of the relationship between the companies.

With kindest regards,

Yours very truly,

G. JEBSEN

## Exhibit 677

Letterhead of

## CANADIAN INDUSTRIES LIMITED

Dear Mr. Beschorman:

21st November 1936.

I thank you for your letter of 18th November enclosing copy of a letter written by Mr. Tasker to Mr. Stopford regarding the status of discussions between British Titan and Laporte on their Australian relations. From this it appears that our thoughts for Canada coincide closely with theirs for Australia and there would seem to be a good chance, therefore, of Mr. MacKinnon concluding a satisfactory arrangement.

I am enclosing copy of the cable from MacKinnon about which I spoke to Mr. Hagar on the telephone to-day, and in reply I have despatched the following cable:

"See no reason for price differential between United Kingdom and United States products unless Weber product substantially inferior. If Weber insists we may postpone reduction in price United States product but Canadian product must be equal or lower in price than Weber's. Understand 25% may disappear gradually from United States market, and whilst we prefer same price for 25% and 30% Weber's claim for differential has some justification but differential suggested entirely out of line. If 30% price fixed at \$6.80 we might have to consider \$6.50 for 25%. Undue depression of prices not to Weber's long range advantage if he buys Canadian product. Suggest you ask Barley or Stopford for Tasker's letter 19th October re Australia."

Yours very truly,

L. W. HASLETT

W. C. Beschorman, Esq.,  
National Lead Company,  
111 Broadway, New York City.

/VB

2479

*Exhibit 677*

COPY

London, 20th November 1936.

HASLETT,  
Canadian Industries Limited,  
Montreal.

B. Laporte Limited endeavouring to retain price differential between United Kingdom and United States product together with pro rata differential between 25% and 30% strength of composite pigment. Their schedule pure oxide \$18.35 100 lbs., 30% \$6.50 100 lbs., 25% \$5.60 100 lbs. Expressed Weber my reluctance at submitting such schedule to you but believe it only leader on their part and that they will be more reasonable future conversations. In meantime, however, they insist this be submitted to you. We have not discussed with him B. Laporte Limited position in Canada as yet.

MAC KINNON

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Exhibit 678

C  
O.  
P.  
Y

CANADIAN INDUSTRIES LIMITED

, January 8, 1937

Dear Mr. du Pont:

Thank you for the two letters of December 21st relating to the Tri-Party Agreement. I am returning the duplicate copy of the letter covering the method of handling du Pont patents in Canada, the basis of which was agreed by representatives of our companies some time ago, having noted our acceptance thereon.

I note from the third paragraph of your letter that should du Pont become interested in the development in Canada or Newfoundland of products marked with a double asterisk, the matter would be taken up with C-I-L on the same basis as if these products came within the provisions of Article V.

With regard to obtaining ratification of the agreement by subsidiary companies where there is a minority interest, we agree that it is unnecessary to obtain the consent of the Gardinol Corporation and the International Freighting Corporation. Also that ratification by the du Pont Film Manufacturing Company and Kinetic Chemicals Company be deferred until some one of their products becomes of interest for Canadian manufacture.

C-I-L has the following subsidiaries in which it owns the majority of the outstanding voting stock:

Aluminate Chemicals Limited

Canadiar Hanson & Van Winkle Company Limited



*Exhibit 678*

Canadian Safety Fuse Company Limited  
Canadian Titanium Pigments Limited  
Gardinol of Canada Limited  
Neepawa Salt Limited

We propose to obtain ratification by Canadian Hanson & Van Winkle Company Limited at the first opportunity but would suggest that under present arrangements there is no need to obtain ratification by the other subsidiaries for the following reasons:

In the case of Aluminate Chemicals, Canadian Safety Fuse and Neepawa Salt, the products are excluded from exchange between du Pont and C-I-L;

Gardinol of Canada Limited is covered by their agreement with the Gardinol Corporation in the United States;

the formation of Canadian Titanium Pigments Limited is at present under negotiation and the exchange will be influenced by your agreement with our partner, National Lead.

Yours sincerely,

(S) A. B. Purvis

Lammot du Pont, Esq.,  
E. I. du Pont de Nemours & Co.,  
Wilmington, Delaware.

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Exhibit 679

April 6, 1937

Dr. G. Jebsen, Vice President  
Titan Co., Inc.  
26 Rue de la Pepiniere  
Paris, France.

Dear Dr. Jebsen:

I am in receipt of yours of the 30th of March, No. 9, and am glad to note that Blumenfeld is forcing Laporte to live up to his agreement.

Do not think the Canadian Titanium Pigments Co., or ourselves, will have any trouble with Laporte as he has more to lose than to gain by not living up to the suggested agreement with the Canadian Titanium Pigments Co.

With kind regards,

Very truly yours

Executive Vice President.

2483

## Exhibit 680

Letterhead of

TITAN COMPANY, INC.

Paris, April 15th, 1937.

GJ/AK

William C. Beschorman Esq.

Executive Vice President

National Lead Company

11 Broadway

New York City, U. S. A.

Dear Mr. Beschorman,

Many thanks for your letters of April 2nd and 6th.

I am glad to note your approval of the various steps mentioned in my letter of March 25th.

Samples of Tidovit, as well as Dolomite, will be sent you from Norway (a sample of Dolomite was sent quite some time ago to the Titanium Pigment Corp.).

With regard to Laporte, I may mention the following:

If I am rightly informed, the agreement between the Canadian Titanium Pigments Co. and Laporte obliges Laporte to transfer some of the Blumenfeld patents to the Canadian Titanium Pigments Co., and also to endeavour to obtain that in connection with such patents as Laporte acquire from Terres Rares during the period of the agreement, any corresponding Canadian patents are offered to Canadian Titanium, it being the intention that such patents shall be licensed to Canadian Titanium without payment during the period of the agreement.

When Laporte break their agreement with Blumenfeld, he can either withdraw his licenses or sue Laporte for

compensation. He has had both alternatives under consideration and asked my opinion. With the reservation on my part that such matters are dependent upon legal advice, I gave him as a preliminary opinion that it would probably be wisest to maintain the agreement and sue Laporte for compensation.

When, however, Laporte so frankly have broken their agreement, they are no doubt very much in the hands of Blumenfeld as to their ability of living up to the agreement with the Canadian Titanium Pigments Co.

However, the matter seems to be settled now, as apparently Laporte have withdrawn from our markets.

With kind regards,

Yours very truly,

G. JEBSEN

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**Exhibit 681**

April 27, 1937.

Dr. G. Jebsen, Vice President  
Titan Co., Inc.  
26 Rue de la Pepiniere  
Paris, France.

Dear Dr. Jebsen:

Many thanks for yours of the 15th, No. 10, with further comments on the Laporte-Blumenfeld licenses.

While I note that you consider the matter settled now that Laporte has withdrawn from your markets, I wonder whether it is settled so far as Blumenfeld and Laporte are concerned and consequently have warned our Canadian friends to be very certain before they pay any money to Laporte for the Blumenfeld patents that they are getting them with Blumenfeld's consent.

With best regards,

Very truly yours,

Executive Vice President.

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Exhibit 682

Paris, October 1st, 1937.

GJ/AK

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U. S. A.

Dear Mr. Beschorman,

I beg to inform you that the agreement between the Canadian Industries Limited and the National Lead Company, as well as the Canadian Titanium Pigments Limited, of January this year, has been formally approved by the Titangesellschaft, British Titan Products Company and Sté Industrielle du Titane.

I should be much obliged if you would now arrange for resolutions of Titan Company Inc. to the same purpose.

With kindest regards,

Yours very truly,

Sgn. G. JEBSEN

Copy to Mr. Cole.

" " Kaegebehn.



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**Exhibit 683**

January 8, 1940.

Mr. R. G. Beck,  
Canadian Titanium Pigments Limited,  
630 Dorchester Street, West,  
Montreal, Canada

Dear Mr. Beck:

Thank you for your letter of January 4th which accompanied price lists No. 47 to 51 inclusive, made effective by you on January 2nd.

We note that you have made a general reduction of 35¢ per hundred in the price of "TITANOX"-C following our reduction in the United States of 25¢ per hundred.

I also note two types of letters of transmittal which accompanied this announcement, one of short letter of two paragraphs; the other a longer one of four paragraphs. Will you please advise me to what types of customers these different letters went?

Following our reduction in the United States, Lithopone manufacturers reduced the price of regular Lithopone from \$3.75 per hundred to \$3.60 per hundred pounds. Also, they reduced the price of double-strength Lithopone and Titanated Lithopone  $\frac{1}{4}$ ¢ per pound.

Yours very truly,

**TITANIUM PIGMENT CORPORATION**

**I. D. HAGAR—General Sales Manager.**

## Exhibit 684

September 3, 1940

To: L. W. Haslett, Esq.

From: G. N. Bates

## SELLING PRICES

Essentially selling prices of Titanium Pigments in Canada have always been based upon American selling prices plus duty and other charges. On the other hand Lithopone, prior to the outbreak of war, sold at prices lower than those in the United States due to the dumping of German, Dutch and British pigments. As Lithopone was cheaper than Titanium Pigments on a hiding basis, the latter was sold to the paint industry on quality and, while the market developed slowly, it was impossible to realize any large scale replacement of Lithopone. As a result a lag occurred between the rate of development of the market in Canada as compared to the United States. For example in 1938 the ratio of sales of Titanium Pigments to Lithopone on a hiding basis was 1.84 : 1 in the United States and .66 : 1 in Canada.

After the outbreak of war the shutting-off of supplies of continental Lithopone and a scarcity of the British product resulted in the importation of American Lithopone, which was sold at the U. S. price plus duty plus exchange, and in an increase in the price of the British material to nearly this level. Although Titanium Pigments increased in price to compensate for the adverse rate of exchange on U. S. Funds, the change was proportionately less than that for Lithopone and the ratio of the prices of the two pigments became nearly the same as in the United States. As this meant that Titanium Pigments could replace Lithopone

*Exhibit 684*

on a hiding basis and show some saving in cost, it was expected that progress would be made in overcoming the lag between the development of the American and Canadian markets.

While some progress was made, it was interrupted by the imposition of the War Exchange Tax, which resulted in increased prices for Titanium Pigments and American Lithopone but did not affect the price of British Lithopone. This occurred when supplies of the British product were becoming more plentiful and, as a result, a white pigment was available which was as cheap as or cheaper than Titanium Pigments on a hiding basis.

In the following table the comparison of Lithopone prices with the cost of replacement by Titanium Pigments illustrates the changed conditions during the past year.

| Selling Price<br>of Lithopone<br>Per 100 Lbs. |         | Cost of Replacing 100 lbs. of<br>Lithopone |               |                    |  |
|---|---------|--|---------------|--------------------|--|
|   |         | On a<br>Hiding Basis                       |               | On<br>Volume Basis |  |
|   |         | By "TX."<br>A                              | By "TX."<br>C | By "TX."<br>C      |  |
| American                                      | British |  |               |                    |  |
| Prior to Outbreak of War                      | —       | 3.66                                       | 3.97          | 4.53               |  |
| After Outbreak of War                         | 4.60    | 3.92                                       | 4.06          | 4.64               |  |
| After War Exchange Tax                        | 4.95    | 4.20                                       | 4.40          | 5.04               |  |

If a large scale replacement of Lithopone is to be accomplished it is essential that Titanium Pigments provide hiding more economically than Lithopone although this alone will not necessarily induce replacement as Lithopone is a well-established pigment and its replacement usually involves some change in formulation. As the least drastic change is involved when "TITANOX" C is used to replace Lithopone, it is logical to use this pigment in converting customers to the use of the Company's products. In order

## Exhibit 684

to permit the economical replacement of British Lithopone with "TITANOX" C on a hiding basis, it would be necessary to sell "TITANOX" C at 6.5¢ per pound, a reduction of .4¢ from its present price of 6.9¢ per pound. As it is undesirable from the standpoint of profit to sacrifice the sales of "TITANOX" A in favor of "TITANOX" C, it would also be necessary to reduce the price of "TITANOX" A from 17.85¢ to 17¢ per pound. At the proposed prices of 6.5¢ and 17¢ per pound for "TITANOX" C and "TITANOX" A respectively, the cost of replacement of Lithopone would be as follows:

|                    | Selling Price<br>of Lithopone<br>Per 100 Lbs. |         | Cost of Replacing 100 # of<br>Lithopone |               |                    |
|--------------------|---|---------|---|---------------|--------------------|
|                    |   |         | On a<br>Hiding Basis                    |               | On<br>Volume Basis |
|                    | American                                      | British | By "TX."<br>A                           | By "TX."<br>C | By "TX."<br>C      |
| At Proposed Prices | 4.95  | 4.30    | 4.03                                    | 4.16          | 4.75               |

Although the proposed prices do not place Titanium Pigments in as favorable position as they would enjoy if the prices were reduced sufficiently to compare with British Lithopone in the same ratio as that existing between the two pigments in the United States, the necessary reductions of .9¢ and 2.25¢ per pound for "TITANOX" C and A respectively would not be feasible. While the larger reduction in the selling prices of Titanium Pigments would increase the incentive for Canadian customers to replace Lithopone, it would lead as well to speculation concerning the margin of profit presently enjoyed, which would not be of advantage to the Company. The proposed prices are sufficiently low to provide a basis for working with customers on the replacement of British Lithopone and, furthermore, if supplies from Great Britain are not adequate to meet the re-

*Exhibit 684*

quirements of the Canadian market, a rapid expansion could be expected, particularly in the sales of "TITANOX" C as it could replace American Lithopone on a volume basis with some saving in cost, which is the easiest and most attractive means of replacement for the paint manufacturer, and is an advantage not presently enjoyed in the United States.

As "TITANOX" B-30 has not been mentioned, it should be stated that it is not proposed to reduce its selling price in view of the trend toward the replacement of this pigment by "TITANOX" A or "TITANOX" C. The acceleration of this trend would assist in the elimination of "TITANOX" B-30, which would increase profit when Titanium Pigments are manufactured in Canada.

If the lag in the development of the Canadian market could be overcome, it is estimated that sales of Titanium Pigments in 1941 would amount to 3,750 tons as  $TiO_2$ , a quantity 750 tons in excess of the forecast of sales for 1941 on the basis of present prices. In the event of a price reduction, it is not expected that the lag in development could be overcome in one year, due to the amount of work necessary in effecting changes in customers' formulations, nor is it expected that it could be entirely overcome as long as supplies of British Lithopone are available. However, it is believed that one-third of the lag can be made good during the coming year, which would be equivalent to 250 tons as Titanium Dioxide.

On this basis the forecast of sales for 1941 is as follows:

|  |            |
|--|------------|
| Forecast sales 1940 .....  | 2,580 tons |
| Additional consumption in 1940 due to large<br>1939 carry-over ..... | 170 "      |
| Increase in 1941, due to industrial expansion .....                  | 150 "      |

## Exhibit 684

|   |       |   |
|---|-------|---|
| Increase in 1941, due to replacement of<br>Ameritan Lithopone ..... | 100   | " |
| Forecast sales 1941 at present prices .....                         | 3,000 | " |
| Increase in 1941, due to price reduction...                         | 250   | " |
| Forecast sales 1941 at proposed prices .....                        | 3,250 | " |

The increase of 6% due to industrial expansion may appear low but the expansion of the paint industry to meet war-time requirements does not necessarily favor the use of Titanium Pigments to the same extent as the older and more established pigments and, in some cases, consumption of Titanium may decline due to curtailment of the production of normal lines.

In forecasting Net Profit for 1941 and in order to determine the effect of the proposed price reduction, the following range of conditions has been used:

## 1. Volume of Sales:

- (a) 3,000 tons at present selling prices
- (b) 3,250 tons at proposed selling prices
- (c) 2,580 tons at proposed selling prices, representing no increase in sales, which would be equivalent to a reduction in consumption of approximately 6%.

## 2. Cost of Pigment:

- (a) Plant costs of \$135, \$66 and \$56 per ton for "TITANOX" A, B-30 and C respectively, representing the maximum estimate of costs for



## Exhibit 684

1940, as given by Mr. I. D. Hagar in his letter of December 18, 1939.

- (b) Plant costs of \$127.50, \$63 and \$53.50 per ton for "TITANOX" A, B-30 and C respectively, representing no change from the estimated costs for 1940.
- (c) Plant costs of \$148.50, \$72.60 and \$61.60 per ton for "TITANOX" A, B-30 and C respectively, representing an increase of 10% above (a) and taken as the maximum increase in cost without a selling price revision in the United States.

Net Profits, calculated on the various bases, at cost plus 10%, are as follows:

|                | Volume<br>of Sales<br>Tons | Net<br>Sales<br>\$ | Gross<br>Profit<br>from Sales<br>\$ | Income<br>Tax<br>\$ | Excess<br>Profits<br>Tax<br>\$ | Net<br>Profit<br>\$ |
|----------------|----------------------------|--------------------|-------------------------------------|---------------------|--------------------------------|---------------------|
| Plant Cost (a) | 3,000                      | 1,183,000          | 319,000                             | 50,500              | 59,500                         | 93,000 *            |
|                | 3,250                      | 1,233,000          | 289,000                             | 43,000              | 40,000                         | 88,000              |
|                | 2,580                      | 981,000            | 231,000                             | 32,000              | 17,000                         | 74,000              |
| Plant Cost (b) | 3,000                      | 1,183,000          | 348,000                             | 57,000              | 77,000                         | 98,000 *            |
|                | 3,250                      | 1,233,000          | 322,000                             | 51,000              | 60,000                         | 93,000              |
|                | 2,580                      | 981,000            | 258,000                             | 37,500              | 25,500                         | 85,000              |
| Plant Cost (c) | 3,000                      | 1,183,000          | 264,000                             | 37,500              | 25,500                         | 85,000 *            |
|                | 3,250                      | 1,233,000          | 230,000                             | 29,500              | 15,500                         | 67,000              |
|                | 2,580                      | 981,000            | 183,000                             | 21,000              | 11,000                         | 43,000              |

\* On the basis of the proposed prices Net Sales would be \$1,132,000. Net Profit would be \$7,000, \$8,000 and \$25,000 lower for Plant Costs (a), (b) and (c) respectively.

From the above table it will be seen that in only one case does Net Profit fall below dividend requirements and it results from a combination of conditions which are un-

## Exhibit 684

likely to be experienced, that is a decrease in consumption of 6% from that in 1940, and an increase in U. S. Costs of 10% above those estimated for 1941. Furthermore if we assume that sales in 1941 will be between 3,000 and 3,250 tons and that costs will be between plant costs (a) and (b), the effect on Net Profit of the proposed price reduction would be limited to an amount varying from \$5,000 to \$8,000.

As taxation absorbs the major portion of Net Profit from Sales in excess of \$166,000, it is interesting to note the extent to which prices could be reduced without seriously affecting Net Profit. If it is assumed that Plant cost (a) will be in effect during 1941 and that the volume of sales will be 3,250 tons as  $\text{TiO}_2$ , the selling prices of "TITANOX" A and "TITANOX" C could be reduced an additional amount of .5¢ and .15¢ per pound respectively below the proposed prices without seriously affecting Net Profit, which would decrease from \$88,000 to \$84,000 as compared with a decrease of \$30,000 in Net Sales. However, any reduction below this amount would have a larger affect on Net Profit as the Excess Profits Tax would then be calculated as 12% of Net Taxable Income. Similarly, with the same cost and a volume of 3,000 tons as  $\text{TiO}_2$ , the selling prices of "TITANOX" A and "TITANOX" C could be reduced an additional .35¢ and .1¢ per pound respectively and Net Profit would only decrease from \$86,000 to \$83,000 as compared with a decrease of \$19,000 in Net Sales. However, as mentioned previously, the proposed reduction in selling prices represents a maximum to which it is believed we can go without exciting speculation on the margin of Profit enjoyed by the Company and, consequently,

*Exhibit 684*

it is not proposed to increase the reduction by any proportion of the amounts mentioned above.

While a price reduction would probably create goodwill with customers at the moment, it does disrupt the logical basis of Canadian prices to which the trade has become accustomed. As a price lower than the American price plus duty and other charges would only persist as long as the surcharges due to war are in effect, it is likely that some ill-will would be created when the taxes are removed and Canadian prices revert to the U. S. price plus duty, as the reduction in selling prices would be less than the amount of tax removed. However, if the proposed price reduction were explained as an effort to stabilize the Canadian market and continue its development, which has been deterred to some extent by rising prices, it is believed that the possibilities of ill-will might be lessened. Also it is possible that price changes may occur in the United States before war taxes are removed in Canada, in which case there would be an opportunity to gradually adjust prices. Regardless of this possibility, war taxes will undoubtedly apply for some years and the opportunity of expanding the Canadian market justifies some risk of ill-will at a later date.

Other disadvantages to the proposed price reduction are the reaction of American customers who have branches in Canada and the association in our customers' minds of the Company with Excess Profits Taxation. The former is not believed to be a serious disadvantage as similar situations have existed on other products sold in Canada but should be reviewed with Titanium Pigment Corporation. The latter is relatively minor but may tend to cause ill-will in a few isolated cases.

If the proposed price reduction is approved it is recommended that the change in price be effected 1st October 1940. The effect on this year's business, without considering a possibility of increased volume, would be to reduce Net Sales by \$12,000 and Net Profit by \$2,000.

In conclusion it is recommended that:

1. A reduction of .85¢ and .4¢ per pound be made in the prices of "TITANOX" A and "TITANOX" C respectively, effective 1st October, 1940.
2. The price of "TITANOX" B-30 remain unchanged.
3. The reduction in price be explained to Canadian customers as an attempt to stabilize the market and decrease the deterring effect that rising prices have on development of the market.

GNR:PWR

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Exhibit 685

November 12, 1940.

To: Traffic Department  
Attention: Mr. C. Thompson

From: G. N. Bates

#### FAIR MARKET VALUE OF "TITANOX" PIGMENTS

Canadian Titanium Pigments Limited was originally formed to manufacture Titanium Pigments in Canada but until the Canadian market is sufficiently large to justify this step, we are purchasing and importing our supply of finished pigment from Titanium Pigment Corporation, New York, U. S. A. This company is a non-profit wholly-owned subsidiary of National Lead Company and handles the sales of Titanium Pigments for the manufacturer, the Titanium Division of National Lead Company. Presently we are obtaining a Fair Market Value below the retail price in the United States and it is our understanding that we should submit information to indicate the extent to which this deduction can be justified.

In the United States the majority of sales are made by Titanium Pigment Corporation directly to customers but some are made through selling agents. Since all Canadian sales are through selling agents, our position is similar to that of Titanium Pigment Corporation when selling through their agents.

The Sales Agents of Titanium Pigment Corporation receive a commission of 5%, which is expected to cover general selling expenses and customers' credit risk. How-

ever, Titanium Pigment Corporation continues to supply technical service and the facilities of their technical laboratory, pay the delivery charges on the shipments from factory or warehouse, pay warehousing expenses and bear the entire cost of advertising and patent expenses in connection with Titanium Pigments. They feel that, if any of these duties were performed by the selling agent, the agent would expect and be entitled to additional commission.

In Canada the formation of Canadian Titanium Pigments Limited relieved Titanium Pigment Corporation of all such expenses as the pigment is sold f. o. b. plant and from there all expenses are borne by Canadian Titanium Pigments Limited. For instance, we have installed a technical service laboratory in Montreal, from which our technical service man operates to provide Canadian customers with assistance in the use of our product. Thus, as Canadian Titanium Pigments Limited is performing a function in Canada greater than that expected of a selling agent, it would seem reasonable to expect a commission correspondingly higher than the 5% normally allowed.

To arrive at the commission that could be expected for a Company performing the work done by Canadian Titanium Pigments Limited, a review has been made of Titanium Pigment Corporation's accounts, and we have determined the cost of performing the various services of which Canadian Titanium Pigments Limited has relieved Titanium Pigment Corporation of the expense and have expressed these costs as a percentage of sales. In calculating the following figures, an average of expenses for the years 1938, 1939 and nine months of 1940 has been taken.



*Exhibit 685*

|                                      |        |          |
|--------------------------------------|--------|----------|
| (a) Agents' Commission .....         | 5.00%  | of sales |
| (b) Cost of technical service .....  | 1.56%  | " "      |
| (c) Freight and cartage expense..... | 6.55%  | " "      |
| (d) Warehousing expense .....        | .61%   | " "      |
| (e) Advertising expense .....        | .38%   | " "      |
| (f) Patent expense .....             | .12%   | " "      |
| (g) General Administrative expense   | 1.12%  | " "      |
| <hr/>                                |        |          |
| Total .....                          | 15.34% | " "      |

Please note that the expenses listed do not include general office or selling expenses in connection with the sales made directly by Titanium Pigment Corporation to customers, but only include expenses normally incurred in addition to the 5% selling expense allowed on sales through selling agents.

Upon this basis, it would appear that Titanium Pigment Corporation would be justified in establishing a commission of 15% if a selling agent performed all the functions performed by Canadian Titanium Pigments Limited. Would not this indicate that we are entitled to a reduction of 15% from U. S. retail selling prices in determining the Fair Market Value?

G. N. B.

GNB:OVM

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Exhibit 686

June 18, 1941

Mr. G. W. Corddry, General Sales Manager  
Titanium Pigment Corporation  
111 Broadway  
New York, N. Y.

Dear Graham:

Many thanks for your letter of 16th June advising of the new selling prices which will become effective in the United States on 1st July and enclosing a copy of the type of price list you will be distributing. The new prices have been noted and it is intended that we shall make equivalent increases in Canada on 2nd July (1st is a holiday) amounting to 1.4¢ per pound for "TITANOX" A, .35¢ for "TITANOX" B-30 and "TITANOX" C, and 1.05¢ for "TITANOX" L.

It is particularly interesting to see that you have discontinued the differential in favour of "TITANOX" A-Ceramic Grade. Several years ago we managed to swing customers from this grade to the then cheaper "KRON" material but since the outbreak of war, there have been times when interest has been expressed in the Ceramic Grade.

I will appreciate greatly knowing your policy concerning forward buying at the current prices, as this is a common problem and we are always glad to have the benefit of your experience. Please accept my thanks for the information you have already passed along as it will enable us to proceed at once with preparing our announcement.

In connection with shipments to Canada, if you allow current prices on shipments to American customers for

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*Exhibit 686*

some definite period or amount after July 1st, it would be quite legal to continue allowing the Fair Market Value based upon current prices on shipments to Canada during this same period. This is a point which I wished to bring to your attention as it means some saving in duty to which we are entitled. If there are any points in connection with this situation on which you are not clear or feel that I have overlooked, please let me know.

Very truly yours,

CANADIAN TITANIUM PIGMENTS LIMITED

GNB

G. N. Bates, Acting Sales Manager

GNB:EMY

cc: Mr. I. D. Nagar

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Exhibit 687

Letterhead of  
TITAN CO. A/S

GJ/KL

July 24, 1937.

W. C. Beschorman, Esq.,  
c/o Park Lane Hotel,  
Piccadilly,  
London.

Dear Mr. Beschorman:—

Re. Agreement with Canadian Industries Limited,  
of January 1, 1937.

I enclose copy of a personal letter of July 5th from Mr. Stopford to me, for your information. I don't think Mr. Stopford has discussed this particular matter with any of the members of the Board of the British Titan Products Co., and I may suggest that we discuss it together before it be talked over with anybody of the B.T.P., unless they take it up with you before my arrival in London.

I also enclosed copy of another letter from Mr. Stopford of July 5th re the approval by British Titan Products Co.'s Board of the above-mentioned agreement.

Yours sincerely,

G. JEBSEN

Enclosures.

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2503F

*Exhibit 887*

(COPY)

BRITISH TITAN PRODUCTS COMPANY LIMITED

BILLINGHAM

CJS/SL/73220.

5th. July 1937.

Dr. G. Jebsen,  
c/o Titan Co. A/S,  
Fredrikstad,  
NORWAY.

Dear Dr. Jebsen,

This letter is to intimate officially that the agreement made the first day of January 1937 between Canadian Industries Limited and the National Lead Company of America was considered and approved by my Board on July 1st. 1937.

Yours very truly

C. J. STOPFORD,  
General Manager. (sign.)

## BRITISH TITAN PRODUCTS COMPANY LIMITED

BILLINGHAM

CJS/SL/73221

5th. July 1937.

Dr. G. Jebsen,  
C/o Titan Company A/S,  
Fredrikstad,  
NORWAY.

Dear Dr. Jebsen,

With reference to the exclusion of titanium tetrachloride from the Licensed Field in the Agreement dated 1st January 1937 between Canadian Industries Ltd and the National Lead Company of America, I would like to point out that this creates a condition which I think has so far not been fully considered, that is with the probable increase in importance of titanium tetrachloride as a step in the manufacture of titanium pigments, I can visualize the position arising where under these agreements, we are obliged to disclose full details of developments in the manufacture of titanium tetrachloride to the Canadian company, whereas the Canadian company is under no reciprocal agreement in return.

Personally, I think titanium tetrachloride is going to play a very important part indeed in the near future and I think it is unfortunate that we should be in the position of giving full details of titanium tetrachloride manufacture rights under patents and current development in the



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*Exhibit 687*

process as part of a process for the manufacture of titanium pigments, to a company which is under no obligation to reciprocate in so far as titanium tetrachloride is concerned.

There is also the probability that knowledge in connection with the manufacture of titanium tetrachloride may be of considerable assistance to a competitor considering the manufacture of titanium pigments and if it were at all possible, I would prefer that all members of our titanium manufacturing family were under equal obligations in this respect.

So far as I know, the only exclusion of titanium tetrachloride from the Licensed Field previous to the Canadian one, was in B.T.P.'s agreement with I.C.I., but in this case, there is a decided difference, as I.C.I. is under agreement not to manufacture titanium pigments, and we are under no agreement to give titanium tetrachloride information to I.C.I.

I am afraid that it may be too late for anything to be done about this, but having given you my views on the position, I should be glad if you would see whether anything can be done.

Yours sincerely

C. J. STOPFORD. (sign.)

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**Exhibit 688**

Letterhead of  
**TITAN CO. A/S**

GJ/KL

August 6, 1937.

C. F. Kaegebehn, Esq.,  
National Lead Company,  
Patent Department,  
111 Broadway,  
New York.

Dear Mr. Kaegebehn:

Your letter of July 20th re. "T. 186 German Pat. Appl. J. 55,645" has been forwarded to me in copy. I am sending you a few words just to confirm what you have said about our conversations as to a widening of the "Licensed Field" in the agreements with the Canadian Titanium Pigments Limited and the Canadian Industries Limited, as well as in the DuPont Agreement.

I am inclined to think that the Canadian Industries Limited after closer consideration will find it very much to their advantage to have this done and that it will meet with no objection unless the arrangements with DuPont or somebody else should prevent them in some way.

I have no opportunity at present to study the agreement, but if I remember correctly it reserves the right for DuPont to obtain licenses from the Canadian Pigments Limited for United States. If this is so, the following situation may arise:

The Canadian Titanium Pigments Limited establish a production of "Titanium compounds not useful as pigments" on the basis of developments by Titan Company,

*Exhibit 688*

Incorporated and its associated companies, and by further developments of this industry by the Canadian DuPont will have the right to these.

If the patent protection is not sufficient, DuPont is put on its feet with regard to the new industry and a competitive situation may arise between DuPont on the one side and Titan Company, Incorporated and its associated companies on the other side.

I presume that, with the friendly relations between the companies, an arrangement will be made of a satisfactory nature, but even so the situation does not provide for equity, as it gives DuPont kind of an option on such developments from Europe with no corresponding opportunity for Titan Company, Incorporated and its associated companies.

The above considerations may seem far-fetched, but, as you know, the chemical industry may also develop very quickly, and I trust that you in case will have this in mind.

I hope that DuPont also will come in line and realize the advantage of our co-operation in the whole Titanium field.

With kindest regards,

Yours very truly,

G. JERSEN

Copy to Mr. Beschorman.

## Exhibit 689

## MEMORANDUM OF A CONFERENCE

Held in Montreal during the Week of August 23rd, 1937,  
between Mr. C. F. Kaegebehn, National Lead Company  
and Canadian Titanium Pigments Limited.

*Those Present:*

|   |                |
|---|----------------|
| Messrs. C. F. Kaegebehn                 | (Throughout)   |
| A. E. MacKinnon                         | (Occasionally) |
| R. G. Beck                              | (Occasionally) |
| G. H. Findlay                           | (Throughout)   |
| J. C. Asselin                           | (Occasionally) |
| T. W. Smith                             | (Occasionally) |
| C. W. Taylor (Fetherstonhaugh<br>& Co.) | (Occasionally) |
| R. J. Walley                            | (Throughout)   |

## 1. General "T" Case Information.

## (a) "T" Case defined.

During discussion the "T" Cases were fully explained, also procedure followed for allocating "T" numbers and the handling of applications. This was also explained in Mr. Kaegebehn's letter of August 1st.

## (b) A copy of List of Patent "T" Cases showing situation as of December 31st, 1936 and up to T-181 was received for C.T.P. Files.

## (c) A table of cases T-01 to T-187 specific to the status of these cases in Canada was received for C.T.P. files. This list was reviewed with spe-

*Exhibit 689*

cial reference to those cases "In the Licensed Field" and those "Not in the Licensed Field", and the importance of some of the cases. A notation was made on list as each individual case was discussed.

2. *Issued Canadian Patents.*

A table of issued Canadian Patents in which C.T.P. is entitled to rights (showing the situation as of August 1st, 1937) was received and discussed. Copy to be retained by C.T.P. C.T.P. will prepare a list in more detail for their own requirements. Copy will be sent to Mr. Kaegebehn. (Mr. Kaegebehn will investigate ownership of Canadian Patent 225,569 to Buckman).

3. *Pending Canadian Applications.*

(a) Copies of three pending applications filed in Canada by *Titangesellschaft J. G. Farbenindustrie* were received. These applications have now issued as Canadian Patents 367,934 (T-142), 367,935 (T-141), 367,936 (T-140).

(b) A list of all cases filed in Canada. This list included those cases filed by:—

1. National Lead through Fetherstonhaugh Co., Montreal, (Mr. Taylor). These Canadian applications were discussed with Mr. Kaegebehn and Mr. Taylor and the status of all cases noted.
2. *Titangesellschaft* through Hutz and Joslin, New York, with Fetherstonhaugh, Ottawa.

## Exhibit 689

3. Other cases originating with associates of National Lead filed by National Lead in Canada, in which C.T.P. is to obtain rights in Canada through National Lead were also discussed. The status of the corresponding U. S. applications on all cases was also discussed.

4. *Pending U.S. Applications.*

(a) Copies of specifications of all pending U.S. cases were received by C.T.P. These cases are to be considered by C.T.P. for filing in Canada.

(b) A table of information concerning (a) was received and discussed. Cases at present coming *outside* the "License Field" were noted. C.T.P. will consider these cases as to filing in Canada on the basis of the U. S. Applications. A brief description was given on each case by Mr. Kaegbehn who also pointed out cases which are considered important. Cases that have been filed in France will receive our immediate attention.

Mr. Kaegbehn has promised to keep C.T.P. posted on the status of the U.S. Applications and will send copies of U.S. Office Actions and his replies as dealt with. Also any information which will assist our decision on filing or not in Canada. We will also receive information on the status of U.S. Applications filed by the American Zirconium Corporation.

5. *Cases Authorized for Filing in U. S. and/or Canada.*

(a) Translations of cases filed in Germany and on which filing of corresponding applications in



*Exhibit 689*

U. S. and/or Canada has been authorized by National Lead were received by C. T. P.

- (b) A table giving information concerning (a) handed to C. T. P. for their files. This table was also discussed.

6. *Trade Marks.*

A letter and table giving information with respect to the trade-mark registration of "TITANOX" and "KRONOS" was received for C. T. P. file.

After a discussion with Mr. Taylor, it was considered advisable to have these trade-marks assigned to C. T. P. Deferred—the assignment of the Trade-marks to C. T. P. will be discussed at a later date.

7. *Cases T-175 to 178 inclusive—Delustring Artificial Silk.*

These cases originated from inventions of I. C. I. These cases were submitted by I. C. I. to C-I-L for filing in Canada. It was considered in December, 1935, that these cases were not of sufficient importance to be filed in Canada. I. C. I. were notified of this in January, 1936. Cases were not filed in Canada and it is now too late.

8. *Burgess TiO<sub>2</sub> Process.*

C. T. P. requested an opinion from Mr. Kaegebehn on the commercial value of the pending Canadian Patent Applications corresponding to U. S. patents. C. T. P. received a letter from Mr. Kaegebehn outlining the National Lead's opinion on the U. S. patents, a copy of a letter received from Mr. J. L. Turner

*Exhibit 689*

stating the commercial possibilities. Copy of Report No. 1 Research Project No. 125 was also received. The conclusions were that the Fluoride process described in the Burgess process is not economical when compared with the sulphuric acid treatment of titanium ores.

9. *Canadian Patent No. 345,236 (Case T-104) and No. 345,237 (Case T-102)*

Notice was received from a Canadian Firm of Patent Attorneys that they would maintain the Canadian Patent Office "Working Clause" by advertising at a fee. Mr. Kaegebehn was advised that this notice and all future notices should be referred to C. T. P. who will take care of the requirements of the Canadian Patent Office. Mr. Kaegebehn agreed.

10. *Use of Titanium Dioxide Pigments in Paper Making.*

At C. T. P's request, Mr. C. F. Kaegebehn discussed the patent situation in the U. S. A. Indices of references and copies of selected patents and literature were handed to C. T. P. and discussed. These references were considered with respect to Genberg Canadian Patent No. 327,642.

The reason for requesting an opinion on Canadian Patent 327,642 was because Canadian paper mills were afraid of an infringement suit if they used Titanium Pigments in the manufacture of paper. From the valuable information supplied by Mr. C. F. Kaegebehn it was considered that Can. 327,642 was probably invalid. This is also confirmed by additional information, namely, Meredith Interference No. 63,614

*Exhibit 589*

supplied to Mr. Taylor of Fetherstonhaugh by Mr. C. F. Kaegebehn.

The entire Canadian situation was discussed with Mr. Taylor who represented Genberg in obtaining the Canadian Patent and was also connected with the unsuccessful prosecution of the U. S. case. Since this discussion with Mr. Taylor, Mr. Taylor considers that Can. 327,642 is probably invalid and the rights to the Canadian patents could be obtained from the Fraser Company, assignee of Genberg for a very nominal payment. Mr. Taylor has been instructed to enter into negotiation with Fraser Company, which he has done. The matter is now being taken care of by C. T. P.

Mr. C. F. Kaegebehn informed C. T. P. of the situation in the U. S. A. with respect to the use of Titanium Pigments in waxed paper. Canadian Patent No. 343,801 corresponding to U. S. Patent 1,938,948 to Nashua was noted. It was decided to defer any active investigation into the status of the Canadian patent until such time as the situation in the United States has been cleared up.

11. *Jenness Patent.*

Canadian Patent 346,006 equivalent to U. S. 1,923,094 and 2,044,753.

C. T. P. received a notice from Marks and Clerk, Ottawa, that the owner of Can. 346,006 is desirous of disposing of his rights or granting license for manufacture in Canada. The notice was sent out to satisfy the Canadian Patent Office under the "Working Clause."

Mr. C. F. Kaegebehn discussed the U. S. patents and imparted all information possessed by National

*Exhibit 689*

Lead concerning the Jenness patents and the Inter-metal Corporation.

It was considered advisable to let the matter drop.

12. *Titanium Dioxide from Titanium Tetrachloride.*

In the C.T.P.—National Lead Agreement the "License Field" specifically excludes titanium tetrachloride. It was thought that in view of certain recent developments, particularly the work of I. G. Farbenindustrie on the chloride processes, where titanium tetrachloride is used as a step in the method of preparing  $TiO_2$ , that arrangements may be mutually agreed upon to bring the process in the "License Field."

13. *Future Modus Operandi.*

The handling of patent applications submitted by National Lead to C.T.P. for their consideration as to fitting in Canada was discussed. A plan was formulated whereby Mr. Kaegbehn will submit cases to C.T.P., C.T.P. will hold patent committee meetings, after the cases have been studied, C.T.P. will report their decisions to Mr. Kaegbehn. Mr. Kaegbehn has promised to assist C.T.P. in any way they desire. Mr. Kaegbehn will send copies of U. S. Office Actions and his replies thereto.

14. *C. T. P.—National Lead Agreement.*

A general discussion of the term "License Field", wherein the C. T. P.—National Lead Agreement differs from the Agreement of 1920, the I. G. Agreement and the B. T. P. Agreement were noted and discussed more or less informally. Mr. Kaegbehn pointed out

*Exhibit 689*

the most important differences arising out of the discussion and on further study of the agreement by C. T. P., C. T. P. considered it would be desirable to make changes in the present agreement, and to have an agreement drawn up which would give C. T. P. the same rights as B. T. P. enjoys in Great Britain. This matter was left open for further discussion at some future time.

15. *Relations between E. I. duPont (Krebs) and C. T. P.*

The arrangement whereby duPont submit inventions to C-I-L for filing in Canada and C-I-L grants rights to C. T. P. for Canada and duPont receives through National Lead Company rights to inventions from C. T. P. in the United States was considered.

16. *U. S. 2,083,887—Wieneke Oliver Filter*, now installed by National Lead was discussed. It was agreed that C. T. P. would not be required to pay a royalty on such equipment.

R. J. Walley  
C. T. P.

## Exhibit 690

## "LICENSED FIELD" OF CANADIAN AGREEMENTS

August 31st, 1937.

Mr. W. C. Beschorman—Executive Vice-President

Mr. C. F. Kaegebein—Manager—Patent Department

Dear Mr. Beschorman:

On July 20th I wrote you a memo in Case T. 186, German Patent Application No. J. 53,645, which case, as was called to our attention by Titan Company, Inc., lies outside the scope of the "Licensed Field" of our Agreement with Canadian Titanium Pigments, Ltd.

I have spoken of this case and other similar cases which lie outside the "Licensed Field" with our Canadian friends. In this connection, we have considered the relation of such cases to the "Licensed Field" of the Canadian Agreements. I beg to report to you on the subject of these conversations.

The Canadian people wish to exchange with us rights to the same extent as B. T. P. and Titanine exchange rights. I assured them that it was your intention that they should obtain such rights, and, in fact, to be treated in every way "as one of the family." I pointed out that even though C. I. L. restricted what it gave C. T. P., just as I. C. I. has restricted what it gives to B. T. P., the exchange between National Lead and C. T. P. need not be restricted correspondingly, just as the exchange between B. T. P. and Titanine is wider than what I. C. I. gives B. T. P.

I found the Canadian people willing and, indeed, desirous to cooperate on any lines which would bring such an exchange about. However, I pointed out that the situation



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*Exhibit 690*

is somewhat complicated by the fact that DuPont is entitled to receive through National Lead rights in the United States for developments of C. T. P.

My conversations with the Canadian people in this matter were merely to acquaint them with the situation, so that they may consider it as the relations between our two companies develop. I hope that, after careful consideration with the Canadians and with Titan Company, Inc., we will be able to place before you some concrete recommendations in this matter. In the meantime, I have agreed to patent in Canada such inventions which now lie outside the "Licensed Field," but which, if the "Licensed Field" were similar to that of the B. T. P.—Titanine Agreement, would automatically pass to C. T. P., thus protecting C. T. P.

I attach hereto a copy of my letter to Dr. Jebsen, which discusses the situation somewhat more in detail. This letter is in reply to Dr. Jebsen's letter to me of August 6th, copy of which he sent you.

Yours very truly,

CFK:lo

encl.

c.c. Dr. G. Jebsen

Mr. T. W. Smith (C. I. L.)

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Exhibit 691

EXTRA COPY

August 31st  
1937

Dr. G. Jebsen  
c/o Titan Company, Inc.  
26, Rue de la Pepiniere  
Paris—8e—France

Dear Dr. Jebsen:

Your letter of August 6th with reference to Case T. 186, D. R. P. Application No. J. 55,645, was received on August 17th. This was five days before I left for Montreal and, consequently, was most opportune because it enabled me to have in mind your thoughts in my talks with our Canadian friends. Please accept my thanks.

As a result of my conversations in Canada on the "Licensed Field," I am now able to present a somewhat clearer view of the situation.

The principle laid down by Mr. Beschorman to govern the formation of The Canadian Titanium Pigments, Ltd. and the relationship between that company and National Lead Company on the one hand, and Canadian Industries, Ltd. on the other, was that C. T. P. should be placed in a position analogous to that of B. T. P. vis-a-vis I. C. I. on the one hand, and Titan Company, Inc. on the other. You are aware that the rights given B. T. P. by I. C. I. are considerably more restricted in scope than the rights exchanged between B. T. P. and Titaninc. The C. I. L. apparently desired that the rights which it would give to C. T. P. should be similar to those given by I. C. I. to

*Exhibit 691*

B. T. P. In any event, the "Licensed Field" as contained in the C. T. P. — National Lead Agreement and the C. T. P. — C. I. L. Agreement, excluding titanium tetrachloride and limiting the definition of titanium compounds to those which are useful as pigments, suffices to place C. I. L. in an analogous position with respect to C. T. P. as I. C. I. stands in relation to B. T. P. However, although the "Licensed Field" of the B. T. P. — Titanine Agreement covers a wider field than is given by I. C. I. to B. T. P., the "Licensed Field" of the C. T. P. — National Lead Agreement was made identical with the C. I. L. — C. T. P. Agreement.

I pointed out to our Canadian friends that, inasmuch as there was no mutual exchange of rights as between I. C. I. and B. T. P., nor between C. T. P. and C. I. L., the "Licensed Field" of the C. T. P. — National Lead Agreement could have been, like the "Licensed Field" of the B. T. P. — Titanine Agreement, of wider scope because there is here provided a mutual exchange. Thus, National Lead and C. T. P. could exchange rights in, e.g. titanium tetrachloride developments, whereas C. I. L. would not receive any such developments from C. T. P. and would not give any to C. T. P.

The relation of DuPont to this situation should be noted here:

Under the existing arrangement, C. T. P. obtains rights for Canada from DuPont through C. I. L. in a field which is substantially that of the "Licensed Field" of the C. T. P. — National Lead Agreement. Thus, it was comparatively easy to stipulate in the C. T. P. — National Lead Agreement that DuPont should receive, on their request, a non-exclusive license for the United States in developments

*Exhibit 691*

given National Lead by C. T. P. The comments contained in your letter of August 6th bear directly upon this situation. Therefore, in considering any widening of the "Licensed Field" of the C. T. P.—National Lead Agreement, the position of DuPont must be borne in mind.

I believe I correctly interpret the attitude of the C. I. L. and C. T. P. people in saying that they are willing and, in fact, desirous of securing an arrangement which will enable C. T. P. to enjoy a mutual exchange of rights with National Lead, similar to that which is enjoyed by B. T. P. and Titaninc. I pointed out to our Canadian associates that any arrangement or suggestions in this direction must be carefully considered, in order that the ultimate arrangement be equitable to all parties concerned. In this connection, I further pointed out (1) that any widening of the "Licensed Field" as between National Lead and C. T. P., say to the scope of the B. T. P.—Titaninc "Licensed Field", would automatically place at the disposal of DuPont in the United States a wider field than the "Licensed Field" of our Agreement with Krebs and (2) that there was at present no arrangement for an exchange between Titaninc and DuPont. Thus, as pointed out in your letter of August 6th, DuPont might be placed through C. T. P. in a preferred position with respect to developments of Titaninc and its European associates. Therefore, it would be necessary when widening the "Licensed Field" of the National Lead—C. T. P. Agreement, to correspondingly limit the field placed at the disposal of DuPont in the United States, in order to keep the rights placed at the disposal of DuPont within the existing bounds.

In connection with Mr. Ravnstad's letter to me of July 25th, re Case T. 186, and my letter of August 20th

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~~Exhibit~~ 691

in reply thereto, I sent a memo to Mr. Beschorman, copy of which is enclosed. I also enclose herewith copy of my memo to Mr. Beschorman of today's date, which reports further to him in this situation.

With very kind regards,

Yours very truly,

CFK:lo

*encls.*

c.c. Mr. W. C. Beschorman

Mr. T. W. Smith (C. I. L.)

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Exhibit 692

Letterhead of  
TITAN COMPANY, INC.

GJ/AK

Paris, October 1st 1937.

Charles F. Kaegebehn Esq.  
National Lead Company  
Patent Department  
111 Broadway  
New York City, U.S.A.

Dear Mr. Kaegebehn,

Many thanks for your interesting letter of August 31st regarding your conversation in Canada on the agreement with the Canadian Industries Ltd. and the Canadian Titanium Pigments Ltd.

You have described the situation well and I am glad to note that you have found the Canadians desirous to follow our line. I hope that DuPont also will take this view, and the very important latest developments on this side, as regards the pigment of higher tinting strength and the effect of the antimony addition as regards the chalking resistance may, although not outside the pigment field, help to open their eyes for the assistance they may have from this side.

As regards the analogy in the relations between the two firms and between I.C.I. and British Titan Products Company, I may draw your attention to the following:

Canadian Industries Ltd. have 50% of the shares of the Canadian Titanium Pigments Ltd., whereas I.C.I. has only 17% of the ordinary shares of the British Titan Products Company. This "only 17%" was an argument of consider-



*Exhibit 692*

able weight when I.C.I. declined for their part to accept a Licensed Field as wide as we have it in our agreement with I.G. Farbenindustrie and with British Titan Products Co. However, I.C.I. practically accepted the wider Licensed Field in so far as they anyhow undertook to refrain from any industrial or commercial activity within the wider Licensed Field applied in the agreement with B.T.P.—with the only exception of  $TiCl_4$ . The Canadian Industries Ltd. are however unrestrained as regards Titanium Compounds, which cannot be used as pigments, as you rightly point out. It should also be borne in mind that the British Titan Products Company is an entirely separate independent organisation and the I.C.I.'s people have only access to its factory and experience to the extent this from time to time may be permitted by the B.T.P.

I do not know how the Canadian Industries Ltd.'s relations to the Canadian Titanium Pigments Ltd. will be, but with 50% interest and no other Canadian shareholder— is it likely and even presumed that the Canadian Industries Ltd. will take a far more direct hand in the management than I.C.I. in the British Titan Products Co.—i.e. their chemists and engineers will assist and have access to the Pigment Co.'s plants and developments (as I.G. to Titan-gesellschaft's). If so, it will mean that they can build up industries in Titanium compounds other than pigments and compete outside Canada on the basis of the experience in the Pigment Co.

I further enclose a personal letter from Mr. Stopford of July 5th, commenting on the Canadian agreement. I sent Mr. Beschorman a copy to London on July 24th. I do not agree with Stopford's supposition that the Canadian Industries Ltd. and also the Canadian Titanium Pigments Ltd.

## Exhibit 692

can withhold any experience re the manufacture of  $TiCl_4$  if they do not use this for the manufacture of pigments, even when we use  $TiCl_4$  to this purpose. I interpret the agreement so that if we need the  $TiCl_4$  for the production of pigments, we will have the benefit of the experience of the Canadian Titanium Pigments Ltd.

However, he is right in the following:

Canadian Titanium Pigments Ltd. will have the benefit of our experience re  $TiCl_4$  and consequently (as far as it is not patented) also the Canadian Industries Ltd., which can use it for  $TiCl_4$  manufacture without restrictions as to markets. Further—if C.T.P. do not make use of  $TiCl_4$  for the manufacture of their pigments, we may not have access to developments in  $TiCl_4$  of the C.I.L.

I should appreciate if the points raised by Mr. Stopford and mentioned above could be definitely clarified as it is always better to have this done in advance before they become of actual interest.

With kindest regards,

Yours very truly

G. JEBSEN

Copy to Mr. Beschorman

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Exhibit 692

COPY

BRITISH TITAN PRODUCTS CO. LTD.

BILLINGHAM

CJS/SL/73221.

5th July 1937.

Dr. G. Jebsen,  
C/o Titan Company A/S.  
Fredrikstad,  
NORWAY.

Dear Dr. Jebsen,

With reference to the exclusion of titanium tetrachloride from the Licensed Field in the Agreement dated 1st January 1937 between Canadian Industries Ltd. and the National Lead Company of America, I would like to point out that this creates a condition which I think has so far not been fully considered, that is with the probable increase in importance of titanium tetrachloride as a step in the manufacture of titanium pigments, I can visualize the position arising where under these agreements, we are obliged to disclose full details of developments in the manufacture of titanium tetrachloride to the Canadian company, whereas the Canadian company is, under no reciprocal agreement in return.

Personally, I think titanium tetrachloride is going to play a very important part indeed in the near future and I think it is unfortunate that we should be in the position of giving full details of titanium tetrachloride manufacture rights under patents and current developments in the process as part of a process for the manufacture of titanium

*Exhibit 692*

pigments, to a company which is under no obligation to reciprocate in so far as titanium tetrachloride is concerned.

There is also the probability that knowledge in connection with the manufacture of titanium tetrachloride may be of considerable assistance to a competitor considering the manufacture of titanium pigments and if it were at all possible, I would prefer that all members of our titanium manufacturing family were under equal obligations in this respect.

So far as I know, the only exclusion of titanium tetrachloride from the Licensed Field previous to the Canadian one, was in B.T.P.'s agreement with I.C.I., but in this case, there is a decided difference, as I.C.I. is under agreement not to manufacture titanium pigments, and we are under no agreement to give titanium tetrachloride information to I.C.I.

I am afraid that it may be too late for anything to be done about this, but having given you my views on the position, I should be glad if you would see whether anything can be done.

Yours sincerely.

C.J. STOPFORD. (Sgd.)

## Exhibit 693

Letterhead of

## CANADIAN INDUSTRIES LIMITED

10th January 1938

Dear Mr. Beschorman:

It has been recently brought to my notice that under the various agreements leading up to the formation of Canadian Titanium Pigments Limited, C.T.P. is not entitled to the manufacturing and selling co-operation of National Lead and C-I-L on titanium tetrachloride, whereas British Titan Products, under their group of agreements with yourselves and the three other stockholders, are entitled to manufacture and sell this product.

In eliminating titanium tetrachloride entirely from the C.T.P. agreement I believe I am correct in saying that C-I-L was influenced by its obligation to I.C.I. to refrain from divulging I.C.I.'s information on titanium tetrachloride and I do not think there was any intention that C.T.P.'s activities should be limited except in so far as this prior obligation of C-I-L made it necessary.

As Mr. MacKinnon and I will be in New York on Tuesday, January 18th, we would appreciate an opportunity of discussing this point if you can spare some time on that day.

With kind regards and best wishes for 1938.

Yours sincerely,

L. W. HASLETT

L. W. Haslett.

W. C. Beschorman, Esq.,  
National Lead Company Inc.,  
111 Broadway,  
New York City..

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Exhibit 694

Letterhead of  
TITAN COMPANY, INC.

Paris, March 8th 1938.

GJ/AK

Charles F. Kaegbehn Esq.  
National Lead Company  
Patent Department  
111 Broadway  
New York City, U.S.A.

Dear Mr. Kaegbehn,

*Re Confidential Agreements*

Many thanks for your letter of January 24th, which I have read with much interest, and I am very glad to note the developments.

I am enclosing copy of a letter of even date to Mr. Garesché, regarding international cooperation. Although part of the letter is of no direct interest to you, there are certain points which have a bearing on patent matters and therefore may interest you.

Yours very truly,

G. JEBSEN



*Exhibit 694*

Paris, March 8th, 1938.

GJ/AK.

C.E. Garesché Esq.  
National Lead Company  
Titanium Division  
111 Broadway  
New York City, U.S.A.

Dear Mr. Garesché,

I refer to your letter of November 24th, received December 2nd, and my preliminary answer of December 30th, re sending reports to the Canadian Titanium Pigments Ltd.

There are certain considerations in this connection, which slipped my mind when I wrote you on December 30th, but which Dr. Raspe has brought forward and have made him and Dr. Kühne hesitate to comply with the wishes expressed by Mr. McKinnon.

I may first recall the situation as it has developed.

According to the agreements, there is provided for an exchange between the associated companies through semi-annual plant progress reports and mutual visits of the plants. This developed into exchange of plant experience, also by letters, and exchange of research reports regarding matters introduced in the plants. Based on the good experience as regards cooperation, it has been voluntarily agreed also to exchange research reports and information on matters which are under development and have not yet reached a more or less final state.

In this way the various associated companies are kept informed also about research work which is on the way and

may form a basis for important patents. It has been done in the confidence that the various companies will take fully into consideration the interests of the other companies as regards patent protection.

You will appreciate that an organisation, which has been working for many years on a difficult problem, might find considerable inconvenience if another organisation, before the matter has reached a final stage for patent applications, steps in with research work and also applies for patents. This inconvenience may be felt in two ways:

- 1) The patent applications of the first company may interfere with the patent applications of the other company.
- 2) Certain patentable improvements, which easily could have been made by the first organisation if their time had not been too occupied with the basic invention, are made by one of the other organisations and patents applied for.

This is partly a psychological matter, which of course should not be given any primary importance, but, considering human nature, must be taken into account.

Both points have, however, a special importance as far as our relations with DuPont and the Canadian Titanium Pigments Ltd. are concerned; in view of the DuPont agreements' inconsistency with the agreements of the National Lead Company group, and the Canadian Company's connection with DuPont and the respective clauses in their license agreement with National Lead Company.

An instance how patent applications can interfere with each other, we have had in the antimony patent of B.T.P.

You may remember that when this invention was made by the B.T.P. they applied for a patent immediately and

*Exhibit 694*

informed the Titanium Pigment Co. On a following visit to U.S.A., Mr. Stopford got the information that work on that line had been done for several months in U.S.A. with other additions (and may be antimony), and that it was intended there to put in an application including a range of additions. The complications which arose out of this matter were settled satisfactorily to both parties.

The above manner of cooperation has been developed first of all by the provision in the agreements that the associated companies, each in their territory, have an option on gratuitously exclusive licenses from the others and the right to be informed as soon as a company sends in an application for a patent under a new invention and the right to request that protection for such invention is applied for in the countries within their territory.

As you know, your agreement with the DuPont de Nemours Company does not contain the same provisions, and further, your cooperation with DuPont de Nemours does not go so far as within our associated companies. Instance of this kind we have

- a) in the Rutiox matter. (I refer to my correspondence with Mr. Beschorman in connection with Dr. Booge's visit to Europe.
- b) The applications for patents by DuPont in the countries outside of North America and the conditions for a license are more or less a matter of Du Pont's discretion.

What is now the situation as regards the Canadian Titanium Pigments Ltd. and their relations to Du Pont?

According to the agreement between the National Lead Co. and Canadian Titanium Pigments Ltd., the latter com-

*Exhibit 694*

pany is free to give Du Pont licenses for U.S.A. under inventions developed by Canadian Titanium Pigments Ltd.

This matter concerns only the National Lead Company and not Titan Company Inc. and its associated companies as long as DuPont does not start or is incited to start research work resulting in patent applications, and it is a parallel to the situation already established by the National Lead Company—Du Pont agreement.

Another question is, to what extent do DuPont and Canadian Titanium Pigments Ltd. directly or indirectly exchange experience?

If the Canadian Titanium Pigments Ltd. receive research reports concerning matters under development and where the protection by patents has not been fully explored nor provided for, and this information should go further to Du Pont in the Canadian Titanium Pigments' discretion, then a situation arises which may lead to very undesirable results.

I pointed out this matter when I was over in New York last year and it came naturally up particularly in my conversations with Mr. Beschorman and Mr. Kaegebehn. I also pointed out to Dr. Booge the desirability of arrangements in our direct relations with DuPont (not in connection with Canadian Titanium Pigments Ltd.), which would avoid frictions arising out of situations as above mentioned.

The Germans have now brought the matter up.

I have pointed out that the National Lead Company would be the first to be afflicted, but it cannot be denied that both directly and indirectly the European companies' interests can also be affected.

There is every desire on the part of the Germans to establish a cooperation with the Canadian Titanium Pig-

*Exhibit 694*

ments Ltd. and the above is first of all brought up with a view to the interests of all the associated companies, but it has naturally a particular bearing on the actual situation of the German organisation with regard to their Rutiox developments.

I may mention in this connection that the Germans have been very willing to work in the spirit of an open cooperation from the earliest development of a new matter, and have particularly shown this in the case of the use of Aluminium Oxide coating, which they brought to the attention of the associated companies after a relatively short investigation as soon as they felt that here was an important matter, which should be closer investigated. You will probably remember that the first results of Billingham, and I believe also Titanium Pigment Co.'s investigations, did not confirm the German experience due to the method used by the Germans being not sufficiently developed and the thing not sufficiently investigated before it was brought to the associated companies' attention.

In the same spirit of cooperation the Germans have brought forward the Rutiox matter and this enabled the B.T.P. to immediately make themselves familiar with the work, and there has been since then a certain amount of developments going on on both sides under cooperation, which has made it possible for the B.T.P. to save a considerable amount of time.

In this connection, we have instances of developments made in B.T.P. on the basis of the German experience, which seems to illustrate the cases mentioned under b), with the exception that the psychological effect is not yet there, and I trust the matter will be satisfactorily arranged, particularly as the B.T.P.'s organisation fully recognize the priority of the Germans as regards this case.

*Exhibit 694*

You will no doubt have in mind that information on the Rutiox matter has also been given to your organisation at the earliest moment in order to enable you to take up the matter if you found it of interest, which Mr. Turner has done.

As regards B.T.P.'s standpoint, Mr. Stopford, who knows the Canadian Industries Ltd. and their manner of cooperation with I.C.I., has less fear of the kind mentioned by the Germans. He suggests that the correspondence arising out of reports should be carried out directly between the issuing Company and the recipient, rather than such correspondence passing through the New York and the Paris offices, assuming, though, that copies should be sent to New York and Paris. Mr. Stopford says that he would not like to correspond directly with C.T.P. on technical matters, without a definite agreement from Paris and from National Lead Company.

Provided the above considerations can be met with in a satisfactory way, I think Mr. Stopford's suggestion is a good one, as it would facilitate matters and save time and expenses.

In this connection, I should appreciate if you would ask the C.T.P. to send me copies of their letters to Titan Company Inc.'s European associates, where they concern questions outside of routine commercial matters.

The solution of the questions mentioned above will, I suggest, be found:

- 1) By an undertaking of the Canadian Titanium Pigments Ltd., which can satisfy the question as to information going prematurely to DuPont (a matter which also is in the interest of National Lead Com-



*Exhibit 694*

pany in certain cases, i.e. the development of new pigment qualities).

- or 2) By a revision of the arrangement with Du Pont bringing this company wholeheartedly into the family. I hope this last will come off.

Further, that in some way the spirit of the cooperation as regards dealing with patentable developments is brought to the 'Canadian Titanium Pigments' knowledge and has their agreement.

This last, I trust, will present no difficulty.

There is a third way, which, however, is not so simple to effect in practice and may lead to unpleasant situations arising, namely that the Canadian Company does only receive the semi-annual report and other reports and information concerning matters already introduced in the plants, which would be in accordance with the agreements and even go a little further than this. In this case they can have no representatives in our International Works and Research Committee and it may even be difficult to have them in the International Technical Sales Committee, as the work of the latter sometimes overlaps the work of the other. Such a situation I think would be regrettable. I suggest that our aim should be to have the Canadian Titanium Pigments Ltd. cooperating in the same manner and the same spirit as the associated companies of Titan Company Inc., with representatives in our various Committees.

I enclose for your information a memorandum on the organisation of our International Committees, which may be useful in giving the Canadians an idea of how we work, if you think you should forward a copy to them.

## 1 Exhibit 694

I should also appreciate that you give it your careful attention with regard to any representatives of the National Lead Company, Titanium Division, coming over this year.

We are going to have a relatively short meeting in the I. W. & R. G. in March or beginning of April, chiefly dealing with matters under Section B, and presumably Sales Committee meetings, either end of June—early July, or in September. In September we will probably also have another I. W. & R. G. meeting.

I suppose we can talk over this nearer on my coming visit to New York.

Looking forward to hear from you, I am, with kindest regards,

Yours very truly,

sign. G. JEBSEN

P.S. I am sorry that this letter has been so much delayed, but it is, as you will perceive, the result of several conversations with our German and English friends.

Copy to Mr. Beschorman  
" " Kaegebehn

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## Exhibit 695

Letterhead of

## CANADIAN TITANIUM PIGMENTS LIMITED

21st May, 1938

Dear Mr. Garesche:

From time to time we have discussed the advantages that our Company would derive if we were permitted to join the International Committees that have been formed to promote co-operation in the development of the titanium industry amongst the various companies associated by licence agreements. In the hope that you may be able to make the necessary arrangements for us to join these Committees, and so give us access to the development work of the other member companies, I am writing to confirm the following points:

- I. With respect to information concerning laboratory work, research projects, pilot plant and other developments which—
  - (a) may be placed at our disposal through copies of research reports emanating from your company or from your foreign associates, or
  - (b) may be obtained by our representatives as a result of visits by them to plants and laboratories operated by you and your foreign associates, or
  - (c) may be obtained by our representatives when attending meetings of the International Committees or meetings with other members of the staffs of the associated companies.

*Exhibit 695*

it is understood that such information is entirely confidential and must not be discussed with any individual other than officials or proper employees of either your company or your foreign associates.

• This understanding will apply to any original thoughts or suggestions acquired from either your company or your foreign associates, even though • these thoughts or suggestions may not yet have been made the subject of a research or development programme or of a patent application.

2. With respect to research work undertaken by our company, it is understood that such work will be regarded as confidential and information or reports resulting therefrom will be imparted only to your company and your foreign associates. It is further understood that such information and reports may be disclosed to other parties at the discretion of your company, subject, of course, to the obligation provided in Article 3 of the Agreement between National Lead and Canadian Titanium Pigments Limited, dated 1st January 1937, to grant non-exclusive rights for North America and South America to E. I. duPont de Nemours and Company Inc., whenever so requested by them.
3. With respect to patent applications covering inventions made by us, it is understood that, throughout the course of the development of such inventions and of the preparation of patent applications covering them, we will consult with your Patent Department and will first apply for patents in the United States through your Patent Department, and, to

*Exhibit 695*

this end, will be glad to invite a National Lead Company representative, appointed by you, to sit with our Patent Committee. It is also understood that any information concerning our inventions and the patent applications covering such inventions will be divulged only through your company at its discretion, subject, of course, to the obligation provided in Article 3 of the Agreement between National Lead and Canadian Titanium Pigments Limited, dated 1st January 1937, to grant non-exclusive rights for North America and South America to E. I. duPont de Nemours and Company Inc., whenever so requested by them.

With kind regards,

Yours sincerely,

L. W. HASLETT  
L. W. Haslett.

C. F. Garesche, Esq.,  
National Lead Company,  
111 Broadway,  
New York City.

/VB

May 26th  
1938

*Air Mail*

Mr. R. G. Beck—Manager  
Canadian Titanium Pigments, Ltd.  
P. O. Box 10  
Montreal, Que., Canada

Dear Bob:—

Your letter of May 25th came in this morning. Last evening there was mailed to Mr. Haslett a letter by Mr. Garesché, suggesting only two minor changes in the letter written by Mr. Haslett to Mr. Garesché.

As stated in Mr. Garesché's letter to Mr. Haslett, Mr. Haslett's letters of May 21st and May 23rd were reviewed with Dr. Jebsen. The spirit of the letter rather than its wording was regarded as the decisive consideration and it appeared that the same spirit was contained in Mr. Haslett's letter as was embodied in the draft you took back. As Dr. Jebsen pointed out, the spirit of the international coöperation rests upon mutual confidence and the idea of the letter was merely to affirm for benefit of the European associates the moral obligation which, of course, C. T. P. understood.

In connection with your European trip, may I offer a suggestion, the value of which was impressed upon me in recent talks with Dr. Jebsen: Do not discuss any questions respecting the various agreements between the associated companies with any of the European people. Such discussion lies within the prerogatives of Dr. Jebsen and the extent to which such questions should be discussed and the manner



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*Exhibit 696*

in which they should be approached are entirely discretionary with Dr. Jebson. Perhaps a word in this regard to Mr. Haslett would be helpful also.

With many kind regards and good wishes for a pleasant trip and sojourn in Europe. Please also say bon voyage to Mr. Haslett for me.

Yours very truly,

CFK:lo

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Exhibit 697

Letterhead of

CANADIAN TITANIUM PIGMENTS LIMITED

May 28, 1938

Mr. Charles F. Kaegebehn, Manager  
Patent Department  
National Lead Company  
111 Broadway  
New York, N.Y., U.S.A.

C.T.P.L. AGREEMENT

Dear Kaegy:

Many thanks for your letter of May 26, in which you have given us further suggestions with regard to any possible discussions concerning Agreements, while in Europe.

We appreciate greatly receiving such suggestions from you because, as you know, we are most anxious to co-operate with the various members of the Titanium family.

Since Mr. MacKinnon is already in Europe, we are relaying to him the suggestions as made by you.

Thank you for your good wishes for a pleasant trip and, in return, may I wish you the same for your trip to Europe this fall. I may say also, that I am looking forward to seeing you at that time.

Yours very truly,

CANADIAN TITANIUM PIGMENTS LIMITED

R G BECK

R. G. Beck, Manager

RGB:PWR

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Exhibit 698

July 26th, 1938

CONFIDENTIAL

Dr. G. Jebsen  
For Mr. Andreas Ravnstad  
c/o Titan Company, Inc.  
26, Rue de la Pepiniere  
Paris — VIIIe — France

*Re: Canadian Situation*

Dear Dr. Jebsen:—

On July 20th and July 21st, I conferred with Mr. J. C. Asselin Manager of the Legal Department of Canadian Industries Limited, concerning the discrepancies which exist in the Canadian agreements as compared with the agreements between the other members of our titanium family. We endeavored to review the situation, to state the problems and to develop a formula by which these discrepancies may be reconciled in a manner equitable to all members of the family. The results of this conference were summarized in a "Memorandum" and some notes entitled "Alternatives Concerning the Manufacture and Sale in Canada and Newfoundland of Titanium Compounds (which cannot properly be considered as pigments) and Excluding Titanium Tetrachloride and Titanated Lithopones". Copies of these documents are enclosed herewith and in connection with their consideration the following comments may prove helpful:

A. *As to the Memorandum:* The first paragraph serves to introduce the subject. Four alternatives, which are dis-

*Exhibit 698*

cussed in the notes, are stated and it is indicated that one—Alternative D—appeared to Mr. Asselin and me to be the most equitable. The concluding three paragraphs stated basic considerations which were taken into account when developing the four alternatives. These are: (1) that the rights reserved for Du Pont shall be restricted to pigments; (2) that C.I.L. desires to reserve rights with respect to titanium tetrachloride and titanated lithopone; (3) that the question of the division of profits as between National Lead Co. and C.I.L. under each of the four alternatives were to be disregarded in seeking an equitable solution.

In connection with the reservation by C.I.L. of rights to manufacture and sell titanium tetrachloride and titanated lithopones, the reasons for this were explained to me to be the following:

- (a) Titanium tetrachloride being a war material, C.I.L., like I.C.I. wishes to reserve the right to manufacture this material without restrictions.
- (b) C.I.L. acts as selling agent in Canada for titanated Lithopones produced by Du Pont; they have developed the Canadian market and wish to continue activities in this material.

B. *As to Alternative A:* This sets forth the disadvantages and complications which are foreseen, if the present situation is allowed to remain unchanged.

C. *As to Alternative B:* This considers the possibility of C.I.L. refraining from activities (manufacture and sale) of titanium compounds—excluding titanium tetrachloride and titanated lithopones—in Canada and Newfoundland, and turning over to C.T.P. inventions relating to titanium

*Exhibit 698*

compounds which it may acquire. This alternative would probably be most acceptable to C.T.P. because it would mean that C. T. P. would receive developments from the National Lead group and also from Du Pont and I.C.I. through C.I.L. However, certain difficulties, set forth in the notes, are presented. The principal one, in my opinion, is that under such a situation Du Pont and I.C.I. would be justified in expecting rights in developments of C.T.P. and this may well involve, as stated in your letter of August 6th, 1937—re. Case T. 186—placing at the disposal of Du Pont information and experience acquired by C.T.P. from the National Lead group.

D. *As to Alternative C:* This considers the possibility that C.I.L. retain the right to activities (manufacture and sale) of titanium compounds in Canada and Newfoundland, while C.T.P. is enabled to obtain rights regarding titanium compounds from the National Lead group. Such an alternative might be favorable to C.I.L., inasmuch as it does not place any restrictions on C.I.L. with respect to exploiting developments that it may receive from Du Pont and I.C.I. However, in this instance, what might well amount to an intolerable situation could develop; namely, National Lead Company and its associates could not be expected to grant exclusive rights to C.T.P. where C.I.L. reserved the privilege of competing in compounds in Canada and Newfoundland. Accordingly, a situation may arise where National Lead and its associates, on the one hand, would be competing with C.I.L. on the other hand. Furthermore, it might prove difficult for C.T.P. to prevent information concerning compounds which it may receive from National Lead Company from flowing to C.I.L.

*Exhibit 698*

C. *As to Alternative D:* This considers the possibility that C.I.L. will refrain from engaging in activities (manufacture and sale) of titanium compounds—excluding titanium tetrachloride and titanated lithopones—in Canada, except through or at the request of C.T.P. The words “except through or at the request of” are taken verbatim from Article 11 of the Partnership Agreement between I.C.I. et al. and Titan Company, Inc. This alternative appeared to be the most acceptable to all parties. It will result in a complete exchange between all the members of our titanium family, including C.T.P.; it places C.I.L. in a position, with respect to C.T.P., analogous to the position of I.C.I. with respect to B.T.P.; it does not prevent C.I.L. from engaging in activities in titanium compounds but they may do so only pursuant to arrangements made with C.T.P. It may be, however, that in agreeing to refrain from activities itself, C.I.L. may not develop as many improvements as it would if it were not so restrained and, hence, the number of developments placed at the disposal of Du Pont and I.C.I. may be somewhat diminished.

It will be further noted that the possibility of information reaching Du Pont through C.I.L. or directly, concerning developments in compounds placed by our group at the disposal of C.T.P., has not been touched upon. With the C.I.L. people I have studied several of the contractual arrangements of C.I.L. These arrangements are of such nature that with respect to various processes no information is passed on to Du Pont and I believe that it will be possible to insure that the same be carried out by C.T.P. with respect to titanium compounds. C.T.B. is willing to undertake the same assurances as are contained in Mr. Haslett's letter to Mr. Garesché, dated May 21st, 1938.



*Exhibit 698*

They feel that this letter is sufficiently broad to apply not only to pigments but to compounds as well, but are willing to reaffirm that the undertakings contained therein apply to compounds as well as to pigments. Furthermore, I believe that similar assurances can be obtained from C.I.L. with respect to any information concerning compounds which may have been acquired inadvertently or otherwise from C.T.P.

I would much appreciate any comments you may have concerning the situation as here presented, particularly with respect to alternative D. If, in your opinion, the situation envisioned in alternative D would be acceptable to Titan Company, Inc. and its European associates, then I will endeavor to obtain the acceptance in principle of National Lead Co. I then plan to go to Canada with these comments and, if in the meantime Mr. Asselin has obtained the approval, in principle, of C.I.L. and C.T.P., Mr. Asselin and I will undertake to revise the present agreements accordingly.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

Encs.

## MEMORANDUM

The alternatives outlined on the attached sheets result from consideration of the desirability of amending the existing agreements between National Lead Company, Canadian Industries Limited and Canadian Titanium Pigments Limited with a view to making available to C.T.P. all the information freely exchanged among all the members of the National Lead Group.

*Alternative A* indicates the present situation which it is now desired to alter.

*Alternative B* would appear to be the most favourable to C. T. P. but does not seem feasible.

*Alternative C* would appear especially favourable to C-I-L but is probably not feasible under the existing circumstances.

*Alternative D* appears to be at present the most equitable to all parties.

It is realized that although the operating field of C.T.P. may be enlarged to include compounds, the non-exclusive rights that are reserved for du Pont in the case of developments by C.T.P. or C-I-L will remain limited to pigments.

It must be noted also that the addition of compounds to the field of C.T.P. will not include the grant by C-I-L to C.T.P. of any rights regarding titanium tetrachloride and titanated lithopones or the relinquishment by C-I-L of its rights to manufacture and sell such products in Canada and Newfoundland.

*Exhibit 698*

In the consideration of the above-mentioned alternatives, the varying shares of profits derived by National Lead and C-I-L under the respective alternatives have been disregarded.

21st July, 1938.

C.F.K.  
J.C.A.

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*Exhibit 698*

ALTERNATIVES CONCERNING THE MANUFACTURE AND SALE IN CANADA AND NEWFOUNDLAND OF TITANIUM COMPOUNDS (WHICH CANNOT PROPERLY BE CONSIDERED AS PIGMENTS) AND EXCLUDING TITANIUM TETRACHLORIDE AND TITANATED LITHOPONES.

21st July, 1938.

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*Exhibit 698*

## ALTERNATIVE A

If the present arrangement is left unchanged, that is, remains limited to pigments:

1. Both National Lead and C-I-L will be free to manufacture and sell compounds in Canada and Newfoundland.
2. The exchange of information between the N. L. Group and C.T.P. will be complicated to the extent of the difficulty involved in segregating the information regarding pigments from that regarding compounds.
3. C. T. P. will be placed in a less preferable position as compared with the other members of the N. L. Group on account of the basis of co-operation necessarily having to be different.
4. By the terms of the present arrangement, C. T. P. does not appear to be prohibited from engaging in the manufacture and sale of compounds in Canada and Newfoundland but, if it engages in such field, it will then be subject to the competition from National Lead and/or C-I-L and will be deprived of the benefit of the inventions and information of the N. L. Group and/or C-I-L on compounds.

## Exhibit 698

## ALTERNATIVE B

If C-I-L undertakes to refrain from the manufacture and sale of compounds in Canada and Newfoundland and undertakes to transmit to C.T.P. the inventions possessed by it on compounds for use by C. T. P. in Canada and Newfoundland:

The transmission of inventions and information by C-I-L to C.T.P. (even if limited to those developed by C-I-L) would in all probability involve or embody information originating from either du Pont or I. C. I., which would give rise to the following complications:

- a) The information of du Pont and I.C.I. may possibly become known to the N. L. Group through C. T. P. and under these circumstances du Pont and I. C. I. would have to be consulted before this undertaking is given by C-I-L;
- b) du Pont and I. C. I. may consent to this undertaking by C-I-L provided that they are assured that the information disclosed by C-I-L to C. T. P. will not become known to the N. L. Group, but it may be practically impossible for C. T. P., in its exchange of information with the N. L. Group, to segregate the information received from C-I-L from that received from the N. L. group;
- c) The consent of I. C. I. and du Pont, and especially that of the latter, may be conditional upon their being entitled to C. T. P.'s developments on compounds, which condition might be objectionable to the N. L. Group on account of the fact that such developments might embody information and experience derived by C. T. P. from the N. L. Group.



## ALTERNATIVE C

If C-I-L retains as at present the right to the inventions and information possessed by it on compounds with the right to manufacture and sell compounds in Canada and Newfoundland even though the field of C. T. P. and the exchange of information between C. T. P. and National Lead is extended to compounds:

1. C-I-L will then be in a position to use du Pont's and I. C. I.'s inventions (at present withheld from the N. L. Group) which otherwise would not be practised in Canada and Newfoundland.
2. C-I-L would then be in a position to compete with C. T. P. with compounds competitive to compounds manufactured by C. T. P.
3. Du Pont may be inclined to favour the manufacturing of compounds by C-I-L as it may result in a greater activity in research work by C-I-L on compounds and consequently developments resulting from such research work would be of benefit to du Pont.
4. However, the retention by C-I-L of the privilege to manufacture compounds would favour the belief that it would be rather difficult, despite any assurance given by C. T. P., for C. T. P. to withhold from C-I-L, which is its parent company, information derived from the N. L. Group so that the result might be a possible curtailment of the flow of all information from the N. L.

*Exhibit 698*

Group to C. T. P. and an adverse effect on the general co-operative relationship.

5. Furthermore, the retention by C-I-L of the privilege to manufacture and sell compounds would no doubt induce National Lead to reserve the similar privilege to manufacture and sell compounds in Canada and Newfoundland.

*Exhibit 698*

## ALTERNATIVE D

If C-I-L retains the inventions possessed by it on compounds but undertakes to refrain from the manufacture and sale of compounds in Canada and Newfoundland except through or at the request of C. T. P:

1. The position of C-I-L toward C. T. P. will be substantially similar to that of I. C. I. toward B. T. P.
2. The field of C. T. P. may then be extended to compounds with the benefit of exclusive rights from the N. L. Group on compounds (probably without reservation by the N. L. Group as to titanium tetrachloride and titanated lithopones.)
3. C. T. P. will then be accepted as a full-fledged member of the N. L. Group.
4. The inventions of C-I-L on compounds may be practised in Canada and Newfoundland pursuant to arrangements with C.T.P.
5. The relinquishment by C-I-L of its rights to manufacture compounds may tend to diminish C-I-L's research work on compounds and to this extent deprive du Pont of possible developments that might result from such research work:

## N. L. - C-I-L AGREEMENT

### Field of Co-operation

Titanium compounds as now defined, but extended to all uses, and to include titanium tetrachloride subject to reservation by C-I-L.

### Clause 1

Both parties will purchase from C.T.P. their requirements of titanium compounds.

This undertaking will not apply to tetrachloride required by C-I-L and its associated and subsidiary companies.

### Note:

- 1) Determine whether titanated lithopones should remain excluded.
- 2a) Determine meaning of simple mixtures.
- b) Whether such mixtures should remain included as at present or excluded as in case of B.T.P.
- c) No mention is made of such mixtures in du Pont - N. L. Agreement.
- d) Simple mixtures not included in agreement with Germans.

### Clause 11

For the purpose of this Clause neither du Pont nor I.C.I. shall be deemed associates of C-I-L. C-I-L will reserve for itself and its subsidiary and associated companies the right to manufacture and/or sell titanium tetrachloride.

### Note:

I.C.I. - I.S.C. - G.W. - ... anine Agreement.

This undertaking might be said to extend even to titanium compounds containing less than 2% titanium.

Exhibit 698

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## C-I-L - C.T.P. AGREEMENT

### *Field*

1. Processes relating to titanium compounds.
2. Titanium compounds according to revised scope.

### *Exchange of Rights*

#### 1. *Grant of rights by C-I-L.*

Same rights as at present except:

1) Obligation of C.T.P. to grant sub-licenses to du Pont (a) shall be limited to titanium compounds which can be used as pigments, and (b) shall not apply to titanium tetrachloride.

2) The privilege of C-I-L to reserve for itself and to grant to I.C.I. non-exclusive rights under its own inventions relating to titanium tetrachloride.

3) Privilege for C-I-L to grant non-exclusive rights to I.C.I. on its own inventions relating to titanium compounds which may be adapted to uses other than pigments.

#### 1. *Grant of rights by C.T.P.*

##### *Alternative A.*

Grant to C-I-L of sub-licenses, if possible, for Canada and Newfoundland under inventions licensed to C.T.P. relating to titanium tetrachloride.

Grant of non-exclusive rights to C-I-L for itself and I.C.I. under inventions of C.T.P. relating to titanium tetrachloride.

##### *Alternative B.*

Grant of non-exclusive rights to C-I-L for itself and I.C.I. under inventions of C.T.P. relating to titanium tetrachloride which are considered to be improvements of inventions previously licensed to C.T.P. by C-I-L.

Exhibit 698

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### *Exchange of Rights*

#### 1. Grant of rights by N.L.

##### *Alternative A.*

Same rights as at present.

*Note:* Since C.T.P. has right to grant sub-licenses if N.L. was entitled to confer such right, C.T.P. will be in a position to grant sub-licenses to C-I-L for Canada and Newfoundland on patents relating to titanium tetrachloride.

##### *Alternative B.*

Same rights as at present.

*Note:* It will probably be necessary to review the wording of the agreement in order to make it clear that such rights shall be limited to C.T.P. and shall not pass on to C-I-L.

#### 1. Grant of rights by C.T.P.

##### *Alternative A.*

Same rights as at present except:

1) The obligation of N.L. to grant sub-licenses to du Pont (a) shall be limited to titanium compounds which can be used as pigments, and (b) shall not apply to titanium tetrachloride.

2) C-I-L and I.C.I. shall be entitled to non-exclusive rights on inventions of C.T.P. relating to titanium tetrachloride.

##### *Alternative B.*

Same rights as at present except:

1) Obligation of N.L. to grant sub-licenses to du Pont (a) shall be limited to titanium compounds which can be used as pigments, and (b) shall not apply to titanium tetrachloride.

2) C-I-L and I.C.I. shall be entitled to non-exclusive rights on such inventions of C.T.P. relating to titanium tetrachloride which are considered improvements of inventions on such product which were previously licensed to C.T.P. by C-I-L.

Exhibit 698

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Exhibit 699

November 21st, 1938

J. C. Asselin, Esq.  
Secretary Department  
Canadian Industries, Ltd.  
Box 126  
Montreal, Canada

Dear Mr. Asselin:—

On July 26th I wrote to Dr. Jebsen of Titan Co., Inc. sending him a copy of our memorandum of July 21st, 1938 in regard to the alternatives for reconciling the Canadian agreements with those of the other members of the National Lead group.

I have just received a reply to that letter. Dr. Jebsen states that he has discussed this matter with the English and German associates, and that they are in agreement that the principal idea suggested in Alternative D. He makes one point regarding this alternative which I herewith quote:

"The C.I.L. can, according to this alternative, take up the manufacture and sale of titanium compounds in Canada and Newfoundland at the request of C.T.P. As, however, C.I.L. has 51% of the shares, the position is different from I.C.I.'s position in the British Titan Products Co., where I.C.I. has 17% of the shares.

The permission for C.I.L. should only be given by C.T.P. with the approval of the National Lead Company, which I assume is also the intention.

When the corresponding clause was formulated in the B.T.P. agreement, we had in mind that the selling or-

*Exhibit 699*

ganisations of the mentioned companies might come in useful for the sale of R.T.P.'s products—a manufacture was not contemplated and I assume that National Lead Co. will be very cautious if giving any permission of that kind, taking into consideration the possible effect this may have not only on the market position but also on the patent position of our associated companies.

I note that C.I.L. is willing to take the obligation not to compete in Titanium compounds outside Canada and Newfoundland. An unpleasant situation may, though, arise if a competition as regards patent rights should take place. I suppose, though, that at the time such a matter will become of actual interest a solution can be found. It will also partly be dependent on the character of the compound to be manufactured.

You may remember that Goodlass Wall and Lead Ind. for instance, have been given the permission by B.T.P. to manufacture a titanium Lead Frit under a patent of Goodlass Wall under which B.T.P. has the right to an exclusive license.

This could be done 1) because the invention, although leading to a Titanium compound, chiefly is an application of  $TiO_2$ , and the manufacture was more within the range of Goodlass Wall's activities than B.T.P.'s; 2) because B.T.P. has the right to exclusive licenses under all patents of Goodlass Wall covering the manufacture of titanium compounds."

It now appears, that you and I should get together with a view to working out the actual mechanism for applying the principle of Alternative D.

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*Exhibit 699*

I should be pleased to come to Canada at some mutually convenient date in the near future, or if you have in prospect a trip to New York, we could discuss it at that time.

With very kind regards,

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

c.c. Mr. C. F. Garesché

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Exhibit 700

COPY

February 28th, 1939

Dr. G. Jebsen  
c/o Titan Co., Inc.  
26, Rue de la Pépinière  
Paris — VIIIe — France

Re: Agreement Re. Extension of the Exchange of Patent  
Licenses between the Associated Titanium Companies.

Dear Dr. Jebsen:—

In connection with the Agreement between Canadian Titanium Pigments and National Lead Company, copy of which was sent you with my letter of today's date, I beg to submit to you two questions which have arisen as between ourselves and Canadian Titanium Pigments in connection with this matter:

1.) Our Canadian friends suggested an arrangement which would include an affirmation, in the Agreement, that upon execution of this new Agreement the provisions would apply retroactively, placing at the disposal of Canadian Titanium Pigments any inventions which to date had been exchanged between the associated companies but which had not been offered to Canadian Titanium Pigments. Mr. Garesché felt that such a clause should not be included in the Agreement; it would be contra to the whole spirit of the Agreement which is a broad affirmation of the general cooperative spirit. He stated that it was the intention that everything possible would be made available to our Canadian friends, but to include such statement in a broad agreement such as the present might induce some of our other

*Exhibit 700*

associates to question why such a confirmation would be deemed necessary.

We do not know of any cases to which this question, raised by our Canadian friends, would apply but we would like your opinion as to whether or not we can assure our Canadian friends that everything of interest, envisioned by the new Agreements, in existence at the present time is at their disposal.

2.) Our Canadian friends noted in the British Agreement the expression "unless reservations are made". They have asked us the meaning of this. We note that you touched upon this in the third paragraph, on page 2 of your letter to Mr. Rockwell of December 29th, 1938. We gave as our opinion to the Canadians that this whole arrangement was a voluntary one on the part of the associated companies, there being no obligation on their part under their previous contracts to follow the procedure set forth in the new Agreement. Therefore, we believed Mr. Stopford was contemplating a situation where, for some reason or other not now evident, it might be necessary for him to make certain reservations on the rights which he conveyed under the new arrangement. In other words, we thought that this expression was largely a matter of precautionary safeguard. Would you please confirm our opinion, or make whatever comments you care to, so that we may reassure our Canadian friends on this point.

With kind regards, I remain,

Yours very truly,

CFK:JL

c.c. Mr. C. F. Garesché

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Exhibit 701

Letterhead of  
TITAN COMPANY, INC.

CJ/AK

Paris, March 10th 1939.

Charles F. Kaegebehn Esq.

National Lead Company

Patent Department

111 Broadway

New York City, U.S.A.

Dear Mr. Kaegebehn,

Re: agreement re extension of the exchange of patent licences between the associated titanium companies.

Many thanks for your letter of February 28th enclosing a draft of the agreement between National Lead Company and the Canadian Titanium Pigments, Ltd., regarding the above matter.

The draft seems quite all right to me.

As regards the question you put forward, whether the manufacture of extender pigments, viz. calcium sulfate and barium sulfate, come within the Licensed Field of the agreement of 1920, we have considered on this side that such is the case—however, only to the extent the process and the products are employed in the production of the substances within the Licensed Field. You will note that this limitation is also made in the extension agreements.

However, as I do not see any harm in the National Lead Company making the arrangement with Titan Company Inc., as you suggest, and as you have already practically everything prepared, I think, to remove any doubt, it is



*Exhibit 701*

well to follow your proposal and have executed a similar arrangement between the National Lead Company and Titan Company Inc.

I also acknowledge receipt of your second letter of February 28th, regarding the above.

*Ad question 1.)* The intention is that the agreement should apply to inventions of the past as well as future.

I think Mr. Garesché's point of not including a clause as suggested by our Canadian friends is well taken, although we have not had that particularly in mind when drafting our agreements on this score.

You will note that in the German agreement it is expressly said that it covers also licences offered in the past. In the English agreement it was left out—I believe because I was informed that there were no cases of the kind to which the agreement would apply.

The matter was not of very great importance, in view of the spirit of the agreement, as Mr. Garesché has very well expressed it.

*Ad. question 2.)* You will find in the German agreement also the expression "unless reservations are made".

This was not put in by Mr. Stopford but by myself, as a general precautionary safeguard, when I made the proposal to our associated companies.

I may add: These extension agreements do not represent a change or a widening of the spirit of cooperation between our companies, but is more to be considered as a confirmation of the existing spirit and lays this down more formally.

I had in mind that in view of the good spirit between the companies the handling of these licence matters had be-

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*Exhibit 701*

come I may say a little "sloppy", and wished to put the responsibility on the licensors, so that they had to make the reservations when offering the licences, instead of having the licensee not knowing definitely what was meant when licences were offered.

The agreement does not put anybody under a contractual obligation to offer licences on inventions the scope of which goes outside the Licensed Field, but the companies would be interested to do so in view of the reciprocity and I do not think that the Canadian Titanium Pigments need have any fear of our associates quibbling in these matters, as long as they act in the same spirit, which I also have no doubt that they will do.

I trust that this will be satisfactory to our Canadian friends.

With kind regards,

Yours very truly,

G. JEBSEN

Copy to Mr. Rockwell

" Garesché

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**Exhibit 702**

Minutes of Monthly Meeting of the BOARD OF  
DIRECTORS of NATIONAL LEAD COMPANY  
held at No. 111 Broadway, New York City, Tuesday,  
March 28, 1939, at 11:15 o'clock A. M.

\* \* \* \* \*

[MATTER ON PAGE 1 OMITTED]

PRESENT BY INVITATION:

N. D. Cole

ABSENT: E. F. Beale

W. C. Beschorman

Kendall Marsh

W. H. Croft

\* \* \* \* \*

[BALANCE OF PAGE 1 AND PART OF PAGE 2 OMITTED]

RESOLVED, that the action of the officers of the Company in executing and delivering in its name and behalf that certain Agreement with Canadian Titanium Pigments Limited, dated February 27, 1939, as submitted and read at this meeting, providing for the exchange between the parties thereto of rights to practice inventions covering subject-matters partly or wholly outside the Licensed Field as defined in the License Agreement between the same parties dated January 1, 1937, but restricting said rights to the practice of such intentions for the purposes of the production, use and sale of products within the said Licensed Field as so defined, be and it hereby is and said Agreement is, approved, ratified and confirmed; and that said officers be and they hereby are further authorized, empowered and directed in the name and behalf of the Com-

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*Exhibit 702*

pany to enter into an agreement with Titan Company Inc., substantially in the form submitted and read at this meeting, to the same purpose and effect as the Agreement with Canadian Titanium Pigments Limited, first above referred to.

On motion the meeting then adjourned.

Secretary.

## Exhibit 703

COPY

Paris, France  
June 6th, 1939.

Dr. G. Jebsen  
Titan Company, Inc.  
26 rue de la Pépinière  
Paris — 8e — France

*Canadian Agreements*

Dear Dr. Jebsen:

I now revert to my letter of July 26, 1938 and your reply thereto of August 25, 1938, relative to arrangements with our Canadian associates in order to reconcile the existing disparities in the various agreements.

We are happy to learn that you had obtained from our English and German friends the agreement in principal to the idea suggested in Alternative D, sent with my letter of July 26th. Subsequent to the receipt of your letter and up to the present time I have had several conferences with Mr. Asselin of the legal department of C.I.L., in which we considered various ways of putting Alternative D. into effect; for instance, rewriting the agreements, or merely executing a supplementary agreement. We believed the latter to be preferred.

During the actual drafting of a supplementary agreement, certain questions arose which were laid before our respective companies by Mr. Asselin and myself. We have gotten an agreement in principle to what we believe goes even further than Alternative D. That is to say, we have obtained from C.I.L. agreement to turn over to C.T.P.

*Exhibit 703*

rights in titanated lithopones, titanium tetrachloride when this material is to be used in producing titanium pigments, and wherever possible, rights and information with respect to titanium compounds.

With respect to titanium compounds particularly, which are not useful as pigments, we did not desire to develop a situation where any particularly valuable development would remain unexploited. For instance, we have provided that wherever possible, C.I.L. will turn over information and rights with respect to titanium compounds to C.T.P. but if, in the event I.C.I. or DuPont insist that C.I.L. exploit in Canada a development given C.I.L. by either I.C.I. or DuPont, C.I.L. reserves the right to undertake this manufacture. C.I.L. cannot in any event compete in compounds outside Canada due to its prior agreements. We have further endeavored to provide that where C.I.L. places at the disposal of C.T.P. rights in titanium compounds, National Lead must agree to the transfer, thus placing National in the position of safeguarding the interest of its associates with respect to any improvements which C.T.P. may make, using experience and knowledge acquired by C.T.P. from National.

C.I.L. is willing to make a commitment in the agreement that it will not use its voting power in C.T.P. to obtain from C.T.P. or to have C.T.P. request C.I.L. to engage in the manufacture of titanium compounds. Personally, I do not think we should have such a definite commitment in writing. It seems to me to go a little beyond the spirit of the co-operation for which we are all working, and which is based upon a mutual confidence and respect in the good faith of all the associates. A letter, similar to Mr. Haslett's letter to Mr. Garesché of May 21, 1938, might



2571

*Exhibit 703*

better cover the situation, if considered desirable. However, if it is your opinion that our European associates would feel better satisfied with such a commitment written into the agreement, the Canadians are willing to do this.

I enclose some notes, both by Mr. Asselin and myself, relative to the draft agreement, in which I have endeavored to express the principles underlying the various provisions of the draft agreement. Mr. Asselin has secured the approval of C.I.L. and Canadian Titanium Pigments, and I have the approval of Mr. Garesché for the execution of an agreement substantially on the lines expressed in this draft. I would appreciate it very much if you would let us have your comments and suggestions, and particularly your opinion as to whether or not, in your judgment, the draft itself adequately expresses the principles of agreement as set forth in the notes and further whether these principles themselves should prove acceptable to our European associates. I have the impression that the principles should be acceptable because they embody all that was embodied in Alternative D. and something more.

Yours very truly,

NATIONAL LEAD COMPANY

C. F. KAEGERBEHN

## Exhibit 704

Letterhead of

TITAN COMPANY, INC.

GJ/AK

Paris, June 17th 1939.

C.F. Kaergebehn Esq.  
p.t. 26, rue de la Pépinière  
Paris (8e)

Dear Mr. Kaergebehn,

*Canadian agreements.*

Many thanks for your letter of June 6th.

I am very glad to see the results you have arrived at and, as far as I can see, the proposed agreement will be acceptable to our associated companies in Europe.

I beg, though, to draw your attention to a matter which chiefly concerns the National Lead Company.

The definition of "Titanium compounds" includes all substances containing 2% or more of Titanium, with exclusion of the alloys.

This means that the National Lead Company for the period of the agreement, which is of a considerable length, is bound to work in Canada through the Canadian Titanium Pigments Ltd. with regard to any production where the product contains more than 2% of Titanium.

It lays down a line of policy for the National Lead Co., as far as Canada is concerned, of a very broad nature. If National Lead Co. should desire to develop or acquire an industry of this kind, which may cost N.L.Co. a considerable amount of money or may involve large profits, it has

## Exhibit 704

to leave the whole market of Canada to the Canadian Titanium Pigments Ltd., even if Titanium is a relatively small factor in this industry.

The Canadian Industries Ltd. are not in the same position. Without knowing their prior engagements, one must assume that they are fairly broad towards I.C.I. and Dupont, and that these firms will request C.I.L. to exploit such matters themselves. The Canadian Industries may, however, be such an important factor in Canada, that the National Lead Company will under any circumstances prefer to cooperate with them on the basis of leaving 51% to them and 49% to National Lead Co. and National Lead Co. may reckon that in such cases the entrance of the Canadian Titanium Pigments Ltd. in such an industry will prevent the C.I.L. to start a competition.

There are many aspects to this matter, which it will take too long to discuss in a letter, and much to be said pro and con. It is not up to me and it is not my intention to give an advice in the matter, but I feel I ought to point out that the definition involves engagements influencing very broadly the lines of policy of the National Lead Company for a considerable time, as regards the Canadian market and possibly indirectly as regards the United States and the European markets.

The definition provides for cooperation in a field very similar to that of the 1920 agreement, in which case such a broad line of mutual obligations was quite justified for various reasons in which it would be too long to enter here. The English and the German agreements are, as you know, not going so far.

Let me repeat that I am writing this not in the interest of Titan Company Inc. or its European associates which,

## Exhibit 704

as far as I can see, could have no objection—rather the opposite—but only as a matter, which should be carefully considered by the National Lead Company from a broad point of view of their policy as regards the future for a long period ahead.

I refer to our conversation of to-day, in which we went into this matter more in detail and according to which you will take the question up for discussion on your return to New York.

In the meantime, as agreed upon, I am not going to present the agreement to our European associates to the purpose of getting their approval, but will await to hear further from you after you return to New York.

With kindest regards,

Yours very truly,

G. JEBSEN

Copy to Mr. Rockwell

“ “ Garesché

## Exhibit 705

Mr. J. C. Asselin, Legal Section,  
Canadian Industries, Ltd.,  
Montreal, Canada.

Paris, July 5, 1939.

Dear Mr. Asselin:—

During my conversations here in Paris I took up the two questions of definitions as arise from the various agreements and which you put forward. The following comments may help clear up the situation which affects these:

1.) As to the Phrase "above 2.0%" as it appears in the agreement of 1920, and the phrase "2.0% or more" as appears in certain other agreements, both defining a titanium compound.

The slight disparity between the two expressions is recognized here on this side. It is considered, however, to be of such slight importance as not to justify the trouble which would be required to reconcile the disparity. No questions have thus far arisen where this disparity has been involved as a basis for withholding any information regarding titanium compounds nor is it expected, in view of the cooperative spirit which exists between the companies over here, that it will be invoked in the future.

2.) Regarding the definition of "simple mixtures."

The difficulty of exactly defining this term is appreciated over here. This phrase developed in the course of the negotiations leading up to the formation of *Titangesellschaft* due to the objections of *I. G. Farbenindustrie* to limit itself to respect such a wide field as defined in the 1920 Agreement. The term "*titanverbindungen*" as em-

## Exhibit 705

ployed in the I. G. Agreement to define its obligations is generally recognized over here to mean "titanium compounds" where the word "compound" carries its chemical connotation implying an actual chemical combination of titanium. The exclusion of simple mixtures was apparently designed to give emphasis to this meaning of "titanium compounds" and was carried thru into the British Agreements.

There have been no difficulties over here arising from the fact that, on the one hand, National Lead Company and Titan Company, Inc. exchange information and patent rights regarding simple mixtures whereas, on the other hand, these are excluded from certain of the other agreements. The question of whether a given material constituted a "simple mixture" or a "titanium compound" has come up from time to time but it has in each case always been settled amicably. It is expected that future questions of the same nature will be similarly settled.

My trip has been most interesting and, I am sure, valuable. I will have much to tell you when I see you again, particularly about the cooperation which exists over here and the manner by which it works.

Best regards to you and all my friends in C.T.P. and C.I.L.

Very truly,

C. F. KAEGEBEHN

cc.

Mr. Rockwell  
Mr. Garesche  
Mr. Jebson



## Exhibit 705

## NOTES RE AMENDMENTS TO EXISTING AGREEMENTS BETWEEN NATIONAL LEAD COMPANY, CANADIAN INDUSTRIES LIMITED AND CANADIAN TITANIUM PIGMENTS LIMITED

I. *Comparison of Licensed Fields*a) *Basic Licensed Field — 1920 Agreement*

The Licensed Field in the 1920 agreement between Titan Company Inc. and National Lead Company is described as comprising substances, etc., containing above 2% of titanium. This 1920 agreement is the basis on which the other members of the Titanium Group were established, but the Licensed Fields of such other titanium companies are described as comprising substances, etc., containing 2% or more of titanium. There appears, therefore, to be a slight discrepancy between the basic agreement and the consequent agreements.

What is the meaning of the words "consisting of or containing above two per cent (2%) of titanium, or a compound, or compounds, thereof," which appear in the definition of the Licensed Field of the 1920 agreement?

In Dr. Jebsen's letter to Mr. Rockwell of 29th December, 1938, he states that the Licensed Field by the 1920 agreement (which applies also to Société Industrielle du Titane) is the widest one. In what way is that Licensed Field the widest one? Is it only because it includes simple mixtures?

*Exhibit 705**b) Simple Mixtures*

I understand that simple mixtures might be described as mechanical mixtures, the component parts of which could be detected by mechanical means.

Simple mixtures are specifically included in the Licensed Fields of C.T.P. and DuPont and are presumably also included in the Licensed Fields of National Lead and Titan Company Inc., since they are not specifically excluded. They are also presumably included in the Licensed Field of Société Industrielle du Titane, since it has a Licensed Field similar to that of Titan Company, Inc.

What is the reason for the exclusion of simple mixtures from the License Fields of British Titan and Titan Gesellschaft?

*c) Inventions for use of Titanium Products*

The inventions relating to the use of titanium products are specifically included in the Licensed Fields of C.T.P. and DuPont and presumably also in the Licensed Fields of Titan Company Inc., National Lead and Société Industrielle du Titane.

Such inventions, however, are apparently excluded from the Licensed Fields of British Titan and Titan Gesellschaft.

*d) Titanium Tetrachloride*

I understand that titanium tetrachloride is a compound which per se cannot be used as a pigment.

*Exhibit 705*

It is specifically excluded from the Licensed Field of C.T.P., and it is presumably automatically excluded from the Licensed Field of DuPont as it is limited to pigments.

Titanium tetrachloride, however, is presumably included in the Licensed Fields of Titan Company Inc., National Lead and Titan Gesellschaft and also in the Licensed Field of British Titan, subject, however, to British Titan's not being entitled to inventions from I.C.I. on such product. It is probably also included in the Licensed Field of Société Industrielle du Titane.

*e) Titanated Lithopones*

I understand that titanated lithopones are pigments.

Whilst they are expressly excluded from the Licensed Field of C.T.P., they are presumably included in the Licensed Fields of the other companies, since they are not mentioned in the definition of such Licensed Fields.

*f) Certain Titanium Compounds Containing more than 5% of another Metal*

Such compounds are specifically excluded from the Licensed Fields of Titan Company Inc., National Lead, British Titan, and presumably Société Industrielle du Titane.

No mention, however, is made as to the exclusion of such compounds from the Licensed Fields of C.T.P., Titan Gesellschaft or DuPont, except that the Licensed Field of DuPont excludes alloys which probably fall within the class of such compounds but may not, however, comprise all such compounds.

## II. General Remarks

Is my understanding correct that I.C.I. transmits to British Titan only patents and information relating to titanium oxide and titanium pigments? If so, it transmits patents and information on titanated lithopones (which are pigments) but not on titanium tetrachloride and other compounds which cannot be used as pigments. Is it accurate to say that, as the Licensed Field in the agreement between DuPont and National Lead is limited to pigments, the exchange of patents and information between these two parties will apply to titanated lithopones but not to titanium tetrachloride?

It would appear that the undertaking of I.C.I. and others in Clause 11 relating to the organization of British Titan could be interpreted as applying even to compounds containing less than 2% of titanium.

**Exhibit 706**

Letterhead of

CANADIAN INDUSTRIES LIMITED

18th July, 1939.

Mr. Charles F. Kaegebehn,  
Manager — Patent Dept.,  
National Lead Company,  
111 Broadway  
New York City.

Dear Mr. Kaegebehn:

I wish to thank you for your letter of 5th July in which you outlined the principle which you have discussed in France and Germany whereby Canadian Titanium could handle the prosecution of patent applications originating from Titangesellschaft and possibly from other members of the Titanium Group and eventually take title to the patents issued on such applications upon paying all expenses connected with prosecuting such applications and securing patents thereon, and provided, however, that Canadian Titanium is prepared to apply this principle reciprocally to its own patent applications in foreign countries.

The proposed arrangement would appear to meet adequately the wishes of Canadian Titanium and the preliminary reaction of Messrs. Haslett and Beck is favourable to the idea but naturally its definite adoption will depend upon the full consideration of the manner in which, and the extent to which, it will operate. I presume, therefore, that it is your intention to arrange upon your return for a detailed discussion of this matter in the light of the information which you have gathered in your talks abroad.

*Exhibit 706*

Mr. Walley is away on vacation and I am leaving myself at the end of this week, so that this conference will probably take place sometime in August if it is satisfactory to you.

I still believe that this arrangement, if adopted, can be worked out satisfactorily without amending the existing agreements except possibly in cases (which you intimated might happen) where one party should wish to retain ownership of a certain patent which had potential value beyond the titanium field and as a result only an exclusive license is available, and in the event that it is decided that in such cases the licensee should pay only one-half of the expenses connected with such patent instead of the full expenses, an amendment to the existing provisions relating to this question of expenses may thereupon be desirable.

Yours very truly,

J. C. ASSELIN  
Legal Section

CANADIAN INDUSTRIES LIMITED

JCA:GM



## Exhibit 707

August 9th, 1939

Dr. G. Jebsen  
c/o Titan Co., Inc.  
26, Rue de la Pépinière  
Paris—VIIe—France

*Re: Canadian Agreements.*

Dear Dr. Jebsen:—

During the past week I had the opportunity to discuss with Mr. Rockwell and Mr. Garesché the Canadian Agreements in general, and particularly the points brought forth in your letter of June 17th. I found that Mr. Garesché and Mr. Rockwell had given some thought to this matter upon receipt of their copies of your letter.

It is felt here, taking all things into consideration, that it probably would be better to align ourselves with C. I. L. in Canada and operate through C. T. P. than to endeavor to establish for ourselves any possible new titanium industry. It is felt here that it would be difficult to foresee in the future the development of a new titanium industry where we would not be assisted by our present association in Canada. In the meantime, it is believed that we have protected the future by broadening the cooperation with C. T. P. in association with C. I. L.

I may mention to you that shortly after my return Mr. Beck was in to see me. He is rather anxious that C. T. P. receive copies of Research Reports distributed amongst the associated companies, and stated that C. T. P. was not on the list of parties receiving such reports. I told him that I thought the request for such copies should be made by

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*Exhibit 707*

C. T. P. to Mr. Garesché after the adjustment of the outstanding differences which we expect to resolve along the lines I discussed with you in Paris. Does my suggestion conform with your ideas on the subject of sending copies of Research Reports to C. T. P.?

I am going to Montreal about the 29th of August to finally clean up this question of the agreements, bring up to date the information on Canadian "T" cases, and will write you shortly thereafter.

With kindest regards,

Yours very truly,

CFK:JL

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Exhibit 708

## MEMORANDUM

*re: Amendments to 1937 agreements.*

- 1) Du Pont is negotiating a new agreement with National Lead providing for exchange of only licences under patents relating to pigments and ingredients used in the production of extended pigments.
  - a) Such exchange will not include any technical information.
  - b) It is not clear as yet whether the exchange of licences will extend to titanated lithopones.
  - c) As a result of this new agreement, the right of du Pont under the 1937 agreement to sub-licences under C.T.P.'s and C-I-L's inventions relating to pigments should probably be limited to sub-licences under patented inventions only without including any technical information.
- 2) Du Pont expects that C-I-L will be free to grant to du Pont exclusive rights under its own inventions relating to titanated lithopones (?) and compounds other than pigments in accordance with the Tri-party Agreement.
- 3) Du Pont expects that C-I-L will not commit itself to transmit information or issue licences to C.T.P. under du Pont's patents or processes relating to titanated lithopones and compounds other than pigments.
- 4) Whilst C-I-L may not pass on technical information to C.T.P. on titanated lithopones, it is probable that it will be in a position to issue licences for Canada under patented inventions of C-I-L and du Pont relating to titanated lithopones.

*Exhibit 708*

- 5) Du Pont raises the point that even if inventions of C-I-L and du Pont, relating to compounds other than pigments were made available to C.T.P., the inventions of C.T.P. in that field would not be available to du Pont through C-I-L even though C.T.P. may be regarded as a subsidiary of C-I-L in accordance with the Tri-party agreement.
- 6) Du Pont queries whether C-I-L would be prevented from obtaining in Canada on behalf of DuPont and exporting to du Pont titanium ore.
- 7) In Articles 2 (a) and 5 (a) of the proposed agreement, it should probably be stated that commitments by C-I-L to C.T.P. of titanated lithopones are limited to licences for Canada under patented inventions and do not extend to technical information. This is in view of the fact that our information might include some information which du Pont might decide to transmit to us.
- 8) In Articles 2 (b) and 2 (c), should it not be clearly stated that rights which C-I-L may transmit to third parties on titanium tetrachloride and compounds other than pigments are exclusive?

22nd May, 1940

J.C.Asselin:GM

## Exhibit 709

Letterhead of

## CANADIAN TITANIUM PIGMENTS LIMITED

23rd May 1940.

Dear Mr. Garesché:

For some time it was felt that it would be in the best interests of Canadian Titanium Pigments Limited, National Lead Company and its European associates if the various patents under which Canadian Titanium has an exclusive license to operate were owned by Canadian Titanium. It is believed that ownership by Canadian Titanium of the various Canadian patents of our associates would put us in a more favourable position to oppose any grant for a compulsory licence, particularly as we have made definite preparations to operate on a commercial scale in Canada when conditions justify it.

We are pleased to note that National Lead Company concurs in our views and has accordingly, by resolution of its Board of Directors adopted 4th April, 1940, authorized the assignment from time to time to Canadian Titanium of any and all Canadian patents and patent applications as acquired or developed by National Lead Company and falling within the scope of the Licensed Field as defined in our agreement of 1st January, 1937.

We are therefore in agreement to assign from time to time to National Lead Company any and all the patents and patent applications of Canadian Titanium falling within the above-mentioned Licensed Field and pertaining to countries which are not reserved to National Lead Company's associates, upon the understanding, however, that du Pont shall, as already agreed, remain entitled to non-

exclusive licences for North and South America (excluding Canada and Newfoundland) under patented inventions relating to titanium compounds which can be used as pigments.

We are also prepared through you as intermediary to extend this arrangement to any associate of your company whenever such associate is agreeable to permit the assignment to Canadian Titanium of the Canadian patents and patent applications originating with it.

It is our understanding that this general arrangement will embody all the patents and patent applications falling within the Licensed Field when broadened as contemplated.

It is understood, of course, that this arrangement pertains only to those patents and patent applications full title to which is vested in the parties concerned.

Yours very truly,

L. W. HASLETT.

L. W. Haslett.

C. F. Garesché, Esq.,  
Titanium Division,  
National Lead Company,  
111 Broadway,  
New York City.

/VB



## Exhibit 710

Letterhead of

## CANADIAN TITANIUM PIGMENTS LIMITED

Mr. C. F. Kaegebehn,  
National Lead Company,  
111 Broadway,  
New York City, U.S.A.

May 27, 1940.

Dear Mr. Kaegebehn:

Mr. Stopford, of British Titan Products, has recently asked if we cannot sell his Blanc Fixe in Canada. This possibility, however, raises a number of questions, as Canadian Industries Limited at present hold all Blanc Fixe business in this country.

It will therefore be necessary for us to have a strict interpretation of our license field, and also that of British Titan Products, with respect to the following questions:

(1) Does our license field entitle us to deal in Blanc Fixe as such?

(2) Does British Titan Products' agreement with National Lead, Imperial Chemical Industries, etc., allow them to sell Blanc Fixe as such, in Canada? For instance, in the event that we are excluded from dealing in this product, could British Titan Products appoint another Canadian agent?

Inasmuch as you are very familiar with all of these agreements, I wonder if you would be kind enough to let us have your thoughts with regard to this problem?

Yours very truly,

CANADIAN TITANIUM PIGMENTS LIMITED

R. G. BECK

R. G. Beck, Manager.

RGB:N

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Exhibit 711

June 4th, 1940

Mr. R. G. Beck—Manager  
Canadian Titanium Pigments, Ltd.  
P. O. Box 10  
Montreal, Canada

Dear Mr. Beck:—

The questions raised in your letter of May 27th, 1940 are rather complex and the only opinions I can express are based solely upon the agreements as written.

*As to your first question:* The Licensed Field of the Canadian agreements, as also those of the other agreements, has never been construed as including extender pigments, as such, although it has been interpreted as including extender pigments when these are to be incorporated with titanium dioxide to form composite pigments. With respect to the agreements as limiting the field of activities of C. T. P., it must be borne in mind that the Licensed Field merely sets forth a field in which the partners who own C. T. P. (National and C. I. L.) will refrain from dealing in Canada except through C. T. P. and in which C. T. P. is entitled to receive from the partners information and patent rights. C. T. P. was formed to carry on in Canada the activities within the Licensed Field relinquished by the partners, but, since extender pigments per se, are not included within the Licensed Field, the partners have given no undertakings to refrain from dealing in these

*Exhibit 711*

materials in Canada or to pass on to C. T. P. information and patent rights concerning them. Conversely, there is nothing in the agreements which specifically prohibits C. T. P. from dealing in extender pigments or in any other articles of commerce. However, it is possible that the corporate charter of C. T. P. might contain a limitation as to the activities which C. T. P. is permitted to undertake. And, in view of the fact that C. I. L. holds at present all the Blanc Fixe business in Canada, I am rather inclined to believe that C. T. P.'s charter may contain some such limitation.

*As to your second question:* As with the Canadian agreements I find nothing in the B. T. P. agreements which specifically prohibits B. T. P. from dealing in extender pigments, although these are not included in the Licensed Field of the B. T. P. agreements. Hence, as far as I know from merely examining the agreements, B. T. P. may actually be competing with one or more of the owners of B. T. P. However, I am inclined to believe that if B. T. P. is dealing in Blanc Fixe within its territory it is doing so with the permission, previously obtained, of its owners.

It would appear to me that the possibility of C. T. P. selling B. T. P.'s Blanc Fixe in Canada might be investigated also by first ascertaining whether C. T. P.'s charter would permit doing so. If there was no prohibition in the charter, C. T. P. might then ascertain whether the owning partners had any objections. Presumably, C. T. P. would undertake to sell B. T. P.'s Blanc Fixe only with consent of its Board of Directors and that body, in all probability, would want to know the attitude of C. I. L. and National.

I hope the foregoing observations will be helpful to you. Please do not regard them as more than opinions based

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*Exhibit 711*

solely upon my examination of the written word of the agreements, without reference to any commercial considerations.

If I can be of any additional service in this matter, please call on me.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

c.c. Mr. C. F. Garesche

**Exhibit 712****TITANIUM PIGMENTS**

C-I-L will grant to C.T.P.:

- a) Licences for the world under patented inventions.
- b) Information for the world.
- c) Licences under du Pont's Canadian patents.

du Pont will grant to C-I-L:

- a) Licences under du Pont's Canadian patents (under Tri-party agreement).

C.T.P. will grant to du Pont through National Lead:

- a) Sub-licences for North and South Americas (except Canada and Newfoundland) under C.T.P.'s patented inventions only.
- b) Sub-licences for North and South Americas (except Canada and Newfoundland) under C-I-L's patented inventions only.

**TITANIUM TETRACHLORIDE**

C-I-L will grant to C.T.P.:

- a) Non-exclusive rights for Canada and Newfoundland only to patented inventions and information for the production of pigments.

C-I-L reserves:

- a) The right to manufacture, use and/or sell in Canada and Newfoundland under patents and information owned or acquired by it.
- b) Right to sell outside of Canada and Newfoundland.

## Exhibit 712

- c) Right to grant exclusive rights outside of Canada and Newfoundland to its own patented inventions and information.

## TITANATED LITHOPONES

C-I-L will grant to C.T.P.:

- a) Non-exclusive licences for Canada and Newfoundland under patented inventions.
- b) Non-exclusive licences for Canada and Newfoundland under du Pont's patented inventions.

N.B. C-I-L will transmit no information.

Du Pont will grant to C-I-L:

- a) Exclusive licences under du Pont's Canadian patents (under Tri-party agreement).

C.T.P. will grant to du Pont through National Lead:

- a) Sub-licences for North and South Americas (except Canada and Newfoundland) under C.T.P.'s patented inventions.

C-I-L reserves:

- a) Right to manufacture, use and/or sell in Canada and Newfoundland under patents and information owned or acquired by it.
- b) Right to transmit exclusive rights outside of Canada and Newfoundland to its patented inventions and information.



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*Exhibit 712*TITANIUM COMPOUNDS WHICH CANNOT  
BE USED AS PIGMENTS

C-I-L will:

- a) If permitted to do so by du Pont and I.C.I., grant exclusive rights to C.T.P. for Canada and Newfoundland to patented inventions and information.

C-I-L reserves the right:

- a) To manufacture, use and/or sell in Canada and Newfoundland under patented inventions and information owned or acquired by it when not permitted to transmit such inventions and information to C.T.P.
- b) To grant exclusive rights outside of Canada and Newfoundland to patented inventions and information owned by it.

5th July, 1940.

JCA:GM

## Exhibit 713

Letterhead of

TITAN COMPANY, INC

Stockholm, the 29th July 1940

## ADDRESS FOR CORRESPONDENCE:

Sigurd Andersen.  
Stora Nygatan 31  
Stockholm.

Dr. G. Jebsen Esq.,  
c/o National Lead Co.,  
111 Broadway,  
New York U.S.A.

Dear Dr. Jebsen,

*Suggested arrangement Titaninc C.T.P.  
Regarding reciprocal patent assignment*

I have received from Mr. Kaegebehn copy of his letter to you of the 25th June as well as copies of his memo of the 2nd of April, Leadco's board resolution of the 4th of April, C. T. P. /Mr. Hallett's/ letter of the 23rd of May and Mr. Kaegebehn's letter to Mr. Henry of the 3rd of June.

I appreciate that the suggested understanding Titaninc-C. T. P. would be a step in harmony with the principle that each Titanium Company owns the patents in its territory and I understand that the arrangement would be of particular importance to C.T.P. in view of stipulations in the Canadian patent law and the war situation.

I take the liberty to make the following remarks as to the position of the suggested arrangement in an intercompany policy following the above principle:

p.t.o.

## Exhibit 713

In my understanding steps towards realisation of the principle of ownership of patents by the territorially interested Companies should preferably follow the agreement-structure of the concern, in other words the arrangements should be based on existing license agreements.

The suggested understanding between Titaninc and C.T.P. would be a departure from the lines mentioned as a license agreement between Titaninc and C.T.P. does not exist, the rights of C.T.P. under Titaninc patents being derived from C.T.P.'s agreement with Leadco, to which latter Company Titaninc has obligations concerning its patent rights in Canada,—by virtue of the license agreement of 1920. This involves the complication of Leadco's participating in any direct arrangement between Titaninc and C.T.P.

Would it not be a preferable arrangement that Titaninc and Leadco come to an understanding regarding reciprocal assignment of patents,—/excepting U.S.A. where Titaninc prefers to retain ownership to its patents in view of its exchange of licenses with D./—and that Leadco upon such understanding with Titaninc endeavours to extend their understanding with C.T.P. to include the assignment to Leadco of all C.T.P. patent rights outside Canada?

In this connection I note that according to Leadco's Board Resolution of the 4th of April 1940 the assignment of Leadco's Canadian patents and applications should be in exchange of C.T.P.'s agreement to assign to Leadco or its nominee all patents and applications outside Canada and New Foundland—while according to Mr. Hallett's letter of the 23rd of May C.T.P./will assign to Leadco only in such countries which are not reserved to Leadco's associates. C.T.P. will, however, extend the arrangement

p.t.o.

*Exhibit 713*

to associates willing to permit the assignment of their Canadian patents and applications to C.T.P.

It seems thus that Leadco's intention has been to make an arrangement with C.T.P. for all countries—presumably for the benefit of Titaninc in countries outside Leadco's territory—and perhaps this can be reached in the mentioned way.

As to the consequences of an arrangement obliging Titaninc to assign—direct or via Leadco—patents and applications to C.T.P. this would involve the assignment to C.T.P. of Canadian patents on two T.G. inventions, namely, cases T.187 and T.227 mentioned in Mr. Kaegebehn's letter of the 25th of June. These were assigned to Titaninc by T.G. in the beginning of this year and I presume that you find an assignment of these patents to C.T.P. to be hardly advisable in the present situation.

Our understanding with T.G. regarding assignment of patents does not include the assignment of T.G.'s patents and applications in France and the British Empire and thus not Canada—this question having been left in abeyance—nevertheless T.G. offered to assign to us the above mentioned Canadian patents, which offer we accepted.

It seems to me that an understanding involving assignment of Titaninc patents to C.T.P. should contain the reservation that patents on inventions of T.G. and I.G. and possibly also S.I.T. should be excepted from assignment until further.

I am aware that an understanding involving reciprocal assignments C.T.P.-Titaninc would also have as a consequence that we have to assign to T.G. patents and applications in T.G.'s territory on C.T.P. inventions in view of our arrangement with T.G. I take it, however, that no such

p.t.o.

*Exhibit 713*

patents would be applied for in the present situation during which T.G. would not be notified of C.T.P. inventions—in view of the principle not to pass any information from one belligerent party to the other.

In the event of an arrangement between C.T.P. and Titaninc being contemplated the mode of operating could, as far as I can see, be similar to that suggested in Mr. Kaegebehn's letter to Mr. Henry of the 3rd of June, however, in case with reservations as to assignment of Titaninc patents and applications on T.G., I.G. and S.I.T. inventions. Under these C.T.P. would get exclusive licenses and it would have to be agreed upon how their cost should be shared. As a possibility I might indicate the arrangement that Titaninc pays half of the costs and C.T.P. the other half against a corresponding arrangement for sharing of costs on C.T.P. patents, which might be excepted from assignment and under which Titaninc or associates, other than Leadco, have exclusive licenses. Leadco is not obliged to pay more than 50% of the costs of Titaninc's and associates' Canadian patents under which they have exclusive licenses and assuming that C.T.P. reimburses only Leadco's share, it seems equitable that C.T.P. gives exclusive licenses to Titaninc under corresponding conditions.

An exception would have to be made for licenses procured C.T.P. by Titaninc under patents belonging to Companies with which Titaninc has no direct agreement, for example I.G. patents. It seems to me that in such cases the rule should be that Titaninc is reimbursed for their expenses for such licenses.

I presume that Leadco has acquainted C.T.P. with the conditions agreed upon with I.G. for our licenses under I.G. patents viz. that the exclusive licensee should pay costs

p.t.o.

## Exhibit 713

with 100% for patents within the licensed field while for patents of which an important part of the scope is beyond the licensed field the exclusive licensee pays 50% and I.G. 50% of the costs.

In paragraphs 2a and 2b of Mr. Kaegebehn's letter to Mr. Henry of the 3rd of June it might for clearness sake be preferable to insert "within the licensed field of this said agreement" after "exclusive license" in line 4 from the bottom of each of the paragraphs. I understand that the licenses are meant to be only for those features of the patents which are within the licensed field. I would mention this for the event that a similar wording is used in a possible arrangement between C.T.P. and Titaninc. I presume that the licensed field governing such arrangement would be that of the Leadco-C.T.P. agreement.

As you may perhaps wish a review of the present situation with regard to ownership of licensed field patents outside the inventor Company's territory, I enclose a brief note regarding this.

Hoping that the above remarks may be of some interest for your consideration of the matter I am,

Yours sincerely,

SIGURD ANDERSEN  
Sigurd Andersen

Encl. note



## Letterhead of

TITAN COMPANY, INC.

Enclosure to letter to Dr. G. Jebsen  
from Mr. Sigurd Andersen,  
dated 29th July 1940.

## NOTE RE

OWNERSHIP OF "LICENSED FIELD" PATENTS  
AND APPLICATIONS OUTSIDE INVENTOR  
COMPANY'S TERRITORY

With T.G. Titaninc has an understanding regarding reciprocal assignment of patents and patent applications of the parties to the territorially interested Company. In this understanding is not included an assignment of T.G.'s patents in the British Empire and France. This has been left in abeyance until further.

An assignment of I.G. patents is not foreseen in the agreements but they have agreed to study the question of assigning certain of their patents outside T.G.'s territory to Titaninc. We have as yet no further news on this question.

As to *Leadco, B.T.P. and S.I.T.*, the usual practice has been and is that these Companies do not retain ownership to their patents outside their territories but leave it to Titaninc to apply for patents in Titaninc's name and on its cost, wherever Titaninc finds this desirable.

Patents in the territories of these Companies on Titaninc's inventions and inventions for which Titaninc has got the right to apply in the countries in question, have been taken out by Titaninc in cases which we consider more important while we in less important cases have not retained ownership but have applied on behalf of the territorially interested Company for patents desired by it. In U.S.A. Titaninc has however in the last years retained ownership to all patents on such inventions—with a view to using them in an exchange of licenses with D.

## Exhibit 714

COPIES

Memorandum to the Executive Committee

April 2, 1940

Mr. R. W. Rockwell, Chairman

Mr. C. F. Kaeghehn

Gentlemen:

Concerning the division of cost of obtaining patents within the titanium field, all agreements between the associated companies, with one exception, provide that the inventor company (licensor) if it wishes to keep title to a patent, shares 50 per cent of the expense with the exclusive licensee. It is further provided in the agreements that the inventor company may relieve itself of any share of the expense by delivering title to the licensee, in which case the licensee becomes the owner and pays 100 per cent of the expense.

The one exception above referred to is our agreement with Canadian Titanium Pigments, Limited. In that agreement it is provided that the exclusive licensee will pay 100 per cent of the cost of obtaining a patent while the inventor company keeps title. This means that we are not in a position to deliver to our European associates, pursuant to our other agreements, more than an exclusive license for which under their agreements with us they are chargeable with only 50 per cent of the expense. Hence, the situation may arise where we will be in the disadvantageous position of being expected to pay 50 per cent of the cost of obtaining foreign patents on inventions of Canadian Titanium Pigments, Ltd.

Since the execution of the Canadian agreements the Patent Department has cooperated with the Patent Depart-

*Exhibit 714*

ment of Canadian Titanium Pigments, Ltd. to obtain Canadian patents as requested by Canadian Titanium Pigments, Ltd. but has, in accordance with the Canadian agreements, retained title to the patents for National Lead Company.

Recently the Patent Department has been approached by representatives of Canadian Titanium Pigments, Ltd. on the question of whether or not it would be possible to assign the Canadian patents now owned by National Lead Company to Canadian Titanium Pigments, Ltd. It was pointed out that to do so would materially strengthen the patent position of Canadian Titanium Pigments, Ltd.; it would better enable Canadian Titanium Pigments, Ltd. to resist any request for compulsory licenses which is permitted under Canadian law; it would permit a better enforcement of the Canadian patents if they were owned by a Canadian company.

It was the attitude of the Patent Department in the conversations which have taken place in this matter that any possible assignment of Canadian patents to Canadian Titanium Pigments, Ltd. should be in connection with a reconciliation of the variance in their agreement to effect a reciprocal passing of title. The Canadian Titanium Pigments, Ltd. has expressed its willingness to furnish a written statement of its intention when in the future it develops any patentable inventions to pass title to any patents outside Canada to National Lead Company.

Such an arrangement would, of course, mean our passing title to Canadian Titanium Pigments, Ltd. of a group of existing patents in exchange for a promise on the part of Canadian Titanium Pigments, Ltd. to relinquish title to any future developments they may make when they begin operating a plant.

*Exhibit 714*

However, the recent drift of the international cooperation is all toward permitting each of the associated companies to take title and to control patents within their territory, regardless of the company originally making the development. This tendency was noted when the writer was in Europe last year and has been mentioned in his reports. It was furthered in conversations at Paris, Billingham, Leverkusen and Le Zoute. Recently the Executive Committee and the Board of Directors approved an assignment of patents standing in our name in Germany to Titangesellschaft in exchange for the assignment of United States and other foreign patents of Titangesellschaft to Titan Co., Inc. To permit the reciprocal exchange of title to patents between ourselves and Canadian Titanium Pigments, Ltd. is, therefore, a step in accordance with the trend of the international cooperation. Mr. Garesché authorizes me to state that he is in full agreement with the reciprocal passing of title to patents to the associated companies operating in the territory covered by the patent.

Recommendation is, therefore, made to the Committee that its approval be given to assign our Canadian patents in the titanium field to Canadian Titanium Pigments, Ltd. in exchange for their promise to assign to us title to patents outside of Canada covering their inventions and to permit the Patent Department, under the supervision of Mr. Garesché, to arrange the details and to effect the actual transfer.

Respectfully,

CFK:JM

Manager—Patent Dept.

2605

**Exhibit 715**

BOOK E—pages 1311, 1312 &amp; 1313

**Minutes of Meeting of the EXECUTIVE COMMITTEE held  
April 4, 1940.**

**PRESENT:** Messrs. Rockwell, Geatty, Simon and Warshow,  
(also H. O. Bates, Secy.)

**ABSENT:** Messrs. Croft, Garesche, Rowe and Sidford.

The minutes of the meeting of March 28, 1940 were duly approved.

On separate motions the following resolutions were each unanimously adopted:

RESOLVED, that in furtherance of the interests of both parties to that certain License Agreement between this Company and Canadian Titanium Pigments Ltd. dated January 1, 1937, the officers of the Company be and they hereby are authorized and empowered in its name and behalf to assign to said Canadian Titanium Pigments Ltd. from time to time as acquired or developed any and all patents and patent applications of this Company, within the "Licensed Field" as defined in said Agreement, in the Dominion of Canada and the Colony of Newfoundland, against an agreement on the part of said Canadian Titanium Pigments Ltd. to assign to this Company or its nominee from time to time as acquired or developed any and all patents and patent applications of said Canadian Titanium Pigments Ltd., within said "Licensed Field", in countries other than the Dominion of Canada and the Colony of Newfoundland, and upon the understanding and condition that such reciprocal assignments shall in no way alter or limit the

*Exhibit 715*

general intent and operating effect of said License Agreement or any of the several other rights and obligations of the respective parties thereunder; and that the Patent Department of the Company, under the supervision of the Manager of the Titanium Division, be and it hereby is instructed to make the necessary arrangements for effecting the foregoing exchange of assignments on the part of this Company.

On motion the meeting then adjourned.

H. O. BATES  
Secretary



2607

## Exhibit 716

[COPY]

Mr. E. T. Henry  
Canadian Titanium Pigments, Ltd.  
P. O. Box 10  
Montreal, Canada

May 7th, 1940

*Re: Assignment to C. T. P.*

Dear Mr. Henry:—

Your letter of April 26th, 1940 was received.

When I tried to check the lists you had enclosed, I found that apparently it has been the practice for C. T. P. to retain in Canada original Letters Patents and assignment documents of those cases which, since the conclusion of our agreements, have been filed by Mr. Smith. Hence, I was not able to check title of a good many cases included in your lists and, accordingly, I wrote you on May 6th, asking for a list of such documents as you may have in Canada. At this time I shall try to give you as much information, in response to the questions contained in your letter, as is possible.

First, it is my feeling that the patents to be transferred should be those falling within the scope of the Licensed Field of January 1, 1937, broadened according to the arrangement which is now nearing completion. The supplementary agreement of February 27th, 1939 provides for an exchange of rights under patents which are outside of this Licensed Field but which may have an application within the field. It would appear better for the present not to transfer title under such patents. However, this point could be considered later on in collaboration with all the associated companies.

*Exhibit 716*

As to the lists of patents sent with your letter, I shall take these up in a separate communication.

As to patent No. 314,856 (T. 138); I have in my possession assignments transferring title to this patent from the Metal & Thermit Corporation to Titanium Pigment Co., Inc. and from them to the National Lead Company.

As to Canadian application, Ser. No. 455,022 (Case T. 188) I have an assignment vesting title in National Lead Company. Mr. Taylor of Fetherstonhaugh & Co. is prosecuting this application. This is the case, not case T. 180, (Canadian Ser. No. 438,935), which is in interference with with the United States Deyrup application. Fetherstonhaugh & Co. have a stop-order against the Canadian application, pending the outcome of the United States interference. At present it appears that Deyrup will get one claim and Read, our inventor, will also get one claim so that two patents will issue.

Case T. 180 (Canadian Ser. No. 438,935) is an application covering an improvement on the Louisville Drying Machine. When this case originated in the United States there was some dispute between ourselves and the Louisville Drying Machinery Co. which was amicably settled on the basis of Louisville taking the patent and we an exclusive license within the titanium field. The Canadian patent has already issued but I do not know its number. I have written to the attorney of the Louisville Drying Machinery Co. for this information.

With respect to Case T. 111 (Canadian Patent No. 349,030) as with cases T. 128 and T. 119, and possibly others, I am inclined to regard these as cases which fall within the purview of the supplementary agreement of February 27th, 1939. Hence, it is my opinion that title to

*Exhibit 716*

these should not be transferred but that C. T. P. should have an exclusive license to practice the processes and use the products within the Licensed Field of the Agreement of January 1st, 1937 as it will be broadened.

Regarding the patents and applications of the I. G. Farbenindustrie and Titangesellschaft, we will first be in a position to transfer title to the Titangesellschaft cases. As yet no understanding has been reached with respect to the I.C. Farbenindustrie cases and these latter cases will have to wait until such time as the international situation permits further consideration. In my opinion, I think we should proceed first to transfer only those patents and applications which now stand in the name of National Lead Company. Thereafter we can transfer those which stand in the name of Titan Co. A/S, Titan Co., Inc. and Titan-gesellschaft. In each of the latter cases we shall, of course, have to work more slowly since the transfer will have to be done in collaboration with those companies.

Regarding the filing of Canadian application in Case T. 240 and others touched upon in the penultimate paragraph of your letter, there is really no objection to filing these in the name of C. T. P. However, for the sake of order, I recommend that they be filed in our name and subsequently transferred. Before the exchange of title will be effected, we shall receive from C. T. P. a letter announcing the intention of C. T. P. in the future to assign to us its patents and applications for countries outside of Canada. I have still to consider the form letter submitted by Mr. Asselin, which I hope to do in the near future. I should like to have this more or less formal matter disposed of before initiating the procedure of filing our cases in C. T. P.'s name.

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Exhibit 716

I think it might be well before actually recording our assignments if I came to Canada for a final check on the entire situation.

Yours very truly,

NATIONAL LEAD COMPANY

C. F. KAEGEBEHN

CFK:JL

c.c. Mr. C. F. Garesché

*Exhibit 716*

May 7th, 1940.

Mr. E. T. Henry  
Canadian Titanium Pigments, Ltd.  
P. O. Box 10  
Montreal, Canada

*Re: Assignment to C. T. P.*

Dear Mr. Henry:—

As to the lists sent with your letter of April 26th, we have the following comments:

As to page 1 of the list, all patents on this page stand in the name of National Lead Co. except Cases T. 62, T. 64, T. 65, T. 71-A and 71-B. These stand in the name of the I. G. Farbenindustrie. Two years ago I took up with Titan Co., Inc. the reason why these cases have been designated in the List of T-Cases as "Transferred to Titanium Pigment Co., Inc." At that time we endeavored to get a formal transfer of these patents but the I. G. Farbenindustrie was rather reluctant to transfer title. You have through us under these cases an exclusive license and it is possible that in the future the I. G. Farbenindustrie will consent to transfer title to you through us.

As to page 2, there is nothing in my files which will indicate the title to the patents listed as being owned by Titan Co. A/S and Titan Co., Inc. These are early patents, handled by attorneys other than ourselves and I presume that the original letters patents and assignment documents are in the European files of Titan Co., Inc.

As to page 3, Case T. 227 listed under the I. G. Farbenindustrie applications, is in reality a *Titangesellschaft* case. This together with Case T. 187 is being transferred to Titan Co., Inc.

*Exhibit 716*

As to page 4, et seq. I am able to confirm that the first 13 patents, Case T. 25 through Case T. 173 and T. 165 and T. 154-B stand in the name of National Lead Company. Apparently you have the original letters patents in Case T. 165 and Case T. 154-B. You also apparently have both assignment documents and letters patents in cases T. 130-B, T. 179 and T. 162.

As to all other cases listed on these pages with the exception of Case T. 188, discussed in my other letter of today's date, these all apparently stand in the name of National Lead Company. I note that the applications listed on these pages include cases, e.g., T. 115-C, T. 125-C, which originated with European companies. If I receive from you a list of assignment documents and original letters patents which you have obtained in Canada, I can give further attention to the applications listed.

Yours very truly,

NATIONAL LEAD COMPANY

C. F. KAEGBEHN

CFK:JL

c.c. Mr. C. F. Garesché



2613

## Exhibit 717

COPY

June 25, 1940

Dr. G. Jebsen  
c/o Titan Company, Inc.  
26, Rue de la Pépinière  
Paris—8e—France

Dear Dr. Jebsen:

You are aware that the agreement with our Canadian associate, Canadian Titanium Pigments Limited, provides that the party who obtains from the other an exclusive license, is chargeable with 100 per cent of the cost of obtaining the patent. Thus, it is possible under this agreement for the inventor company to retain title to patents covering the inventions of that company without sharing any of the cost of obtaining the patent. To this extent the agreement is somewhat at variance with the other agreements existing between members of our titanium group.

From the beginning of the Canadian Company, we have followed the practice set forth in the Canadian agreement, namely, we have filed Canadian patents at the request of the Canadian company and have retained title to these patents while charging the Canadians with the entire cost of the prosecution of the applications. Lately, we were approached by the Canadian Titanium Pigments Limited with a proposal to assign to them Canadian patents within the Licensed Field, title to which resided in National Lead Company. Various reasons were advanced by the Canadians why such assignment should be effected. The matter was discussed with Mr. Garesché and at his suggestion, on April 2nd I presented the proposal to our Executive Committee.

## Exhibit 717

Copy of my memorandum of April 2nd is enclosed herewith. On April 4th the Board of Directors of National Lead approved this transfer. Copy of the notification by Mr. Bates to Mr. Garesché is enclosed herewith.

Having obtained National Lead's consent, it was necessary to consider with Canadian Titanium Pigments Limited how to effect this transfer in order to place C. T. P. in the reciprocal position of giving title to their future patents to National Lead Company for National Lead's territory. We had several conferences with Mr. Asselin of the Legal Department of the Canadian Company, and with him worked out the procedure which was followed.

On May 23rd Mr. Haslett, as President of Canadian Titanium Pigments Limited, addressed a letter to Mr. Garesché, affirming the intention of C. T. P. to assign its patents outside of its territory to National Lead Company and to act in a similar manner with respect to National Lead's associates whenever such associates would assign their Canadian patents to Canadian Titanium Pigments. A photostatic copy of that letter of May 23rd is enclosed herewith. In order to avoid modification in the agreement, we then consulted with Mr. Henry of the Patent Department of Canadian Titanium Pigments and developed a modus operandi for handling future patents. Copy of my letter of June 3rd to Mr. Henry is enclosed.

I should like now to present for your consideration the possibility of assigning to Canadian Titanium Pigments Canadian patents owned by Titan Company Inc. in consideration of the assurance on the part of the Canadian Company to assign to Titan Company Inc. its future patents within the territory of Titan Company Inc. In this connection also should be considered the assignment of Titan-

*Exhibit 717*

gesellschaft's Canadian patents which have recently been assigned to Titan Company Inc., namely, patents in Cases T. 187 and T. 227. Furthermore, the question of the title to the I. G. patents comes up. We understand that the assignment of I. G. patents is to be left for future consideration. With respect to British Titan Products Ltd., we note that they do not at this time hold title to any Canadian patents. Hence, the arrangement with respect to this company would be in the nature of exchange of promises.

( With respect to the patents now owned by Titan Company Inc., title to which may have been derived either from Titangesellschaft, British Titan Products, or any other of the associated companies, from the strictly legal viewpoint, Titan Company Inc. could assign these to the Canadian Company without any consultation with the original inventor company. However, if Titan Company agreed to enter into this reciprocal arrangement with the Canadian Company, it would appear that the various associated companies should be informed that Titan Company Inc. intends to transfer title to patents which Titan Company Inc. obtained from the associate to Canadian Titanium Pigments and at the same time to assure the associated company that Titan Company Inc. was now in a position to deliver to that associate full title to patents for its territory covering inventions originating with the Canadian Company.

On the whole, it is our view that this step brings the Canadian Company in closer harmony with the arrangements existing between the other members of the titanium family and is a step in the direction of permitting each associate to own and control the patents within its respective territory which was mentioned at Le Zoute last June and which has been put into effect recently with respect to as-

*Exhibit 717*

signing Titangesellschaft's patents within Titan Company Inc.'s territory to Titan Company Inc. and Titan Company Inc.'s and National Lead's patents within Titangesellschaft's territory to Titangesellschaft. We are, therefore, presenting this matter to you with our favorable recommendation. Your comments will be much appreciated.

With very kind regards, -

Yours very truly, .....

C. F. KAEGEBEHN

CFK:JM

Mr. C. F. Garesché—Mr. S. Andersen—Mr. A. Ravnestad

2617

## Exhibit 718

Letterhead of

## CANADIAN TITANIUM PIGMENTS LIMITED

P.O. Box 10,  
Montreal, P.Q.

Our File: 10/6

3rd September, 1940.

Mr. Fletcher W. Rockwell,  
National Lead Company,  
111 Broadway,  
NEW YORK, N. Y., U.S.A.

Dear Mr. Rockwell:—

Enclosed herewith please find a copy of the minutes of the Special General Meeting of Shareholders, the 12th Meeting of Directors and the Adjourned 12th Meeting of Directors of Canadian Titanium Pigments Limited, held in Montreal, on 2nd August, 1940. We also enclose two copies of the Agenda and you already have the President's Report with financial statements.

Yours very truly,

RUSSELL SMITH  
Russell Smith  
Secretary.

Encls.  
RS:HB

## Exhibit 718

MINUTES OF THE 12TH MEETING  
of Directors of  
CANADIAN TITANIUM PIGMENTS LIMITED  
held at 1135 Beaver Hall Hill, Montreal, Que.,  
on Friday, 2nd August, 1940, at 11.00 a.m.

## Present:

C. F. Garesche  
L. W. Haslett  
E. A. MacKinnon  
F. W. Rockwell

## In attendance:

Russell Smith,  
Secretary.

In the absence of the Chairman of the Board, the President, L. W. Haslett, acted as Chairman of the meeting.

\* \* \* \* \*

[Sections 84 through 90, eliminated.]

No. 91: It was considered desirable that the various patents of National Lead Company and its associates in the titanium industry, under which the Company has an exclusive licence to operate within its territory, should be owned by the Company in order to assist it in safeguarding its exclusive use of such patents against third parties who may seek compulsory licences, and as the acquisition of such ownership by the Company was predicated upon an undertaking by the Company to assign its similar patents to National Lead Company and such of its associates that become parties to this reciprocal arrangement for their respective territories, it was



*Exhibit 718*

RESOLVED—That the Company is hereby authorized to assign from time to time, as acquired or developed, any and all patents and patent applications of the Company falling within the scope of the "Licensed Field" now defined in the License Agreement dated 1st January, 1937, between National Lead Company and the Company, or hereafter broadened as contemplated.

(a) to National Lead Company for countries other than Canada, Newfoundland and those countries which are reserved to National Lead Company's associates in the titanium industry subject however to the understanding that E. I. du Pont de Nemours & Company shall remain entitled to non-exclusive licences for North and South America (excluding Canada and Newfoundland) under such of the said patents and patent applications which relate to titanium compounds that can be used as pigments;

(b) to such associates of National Lead Company in the titanium industry, for their respective countries, who have undertaken reciprocally to assign to the Company for Canada and Newfoundland the patents and patent applications originating with them,

provided that such reciprocal assignments shall in no way alter or limit the general intent and operating effect of the said Licence Agreement or any of the other rights and obligations of the respective parties thereunder.

\* \* \* \* \*

[Section 92 and balance eliminated.]

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2620

Exhibit 719

Letterhead of

TITAN COMPANY, INC.

GJ/AK

Paris, September 21st, 1934.

Dr. G.W. Thompson  
National Lead Company  
Research Laboratories  
105 York Street  
Brooklyn, N.Y.

Dear Dr. Thompson,

I acknowledge receipt of your favour of August 20th and am glad to note the cooperation established between Messrs. Dorsey & Cole and Mr. Kaegbehn.

The patent applications of Titangesellschaft are handled by I.G.'s Patent Department in Leverkusen and through them by Dr. Duisberg in New York. It will presumably be very useful if the suggested cooperation could be established with Dr. Duisberg. He has also handled Titanium patents applied for in the name of I.G. Farbenindustrie.

I shall take up your proposal with Dr. Kühne who will, I trust, welcome the suggested cooperation.

I presume that it can only be to the good if you take up the matter with Dr. Duisberg directly already now.

For your information, I may mention that in the first years there was some confusion in these matters as some of Titangesellschaft's patents were applied for in the name of I.G. Farbenindustrie, but this seems to be satisfactorily corrected now. As Titangesellschaft and its associated companies have the right to an exclusive license under I.G.

*Exhibit 719*

Farbenindustrie's Titanium patents, as far as the Titanium industry is concerned, no particular harm has been done through the confusion.

Mr. Raynestad informs me that case T 114 concerns the subject matter dealt with in the Titanium Pigment Co.'s U.S.A. Appl. Ser. No. 736,045 and refers to a letter from here of August 31st this year.

Looking forward to see you in the latter part of October, I am

Yours very truly,

G. JEBSEN

November 1, 1934

Dr. G. Jebsen  
Ste. Industrielle du Titane  
26 Rue de la Pepiniere  
Paris, France

Re: Our Cooperation with Respect to  
*U. S. Appls. of the Titangesellschaft.*

Dear Dr. Jebsen:

This letter reviews the relations which have been established with Dr. Duisberg, Attorney for the I. G. Farbenindustrie in the United States, who has handled applications for the Titangesellschaft.

From the T. Case lists which were sent to Dr. Thompson on March 28, 1934, it was shown that certain applications under which the Titanium Pigment Company would receive exclusive license, were being prosecuted by Dr. Duisberg.

On August 20, 1934, Dr. Thompson wrote to Dr. Jebsen informing him of the cooperation established between Messrs. Dorsey and Cole and Mr. Kaegebehn, and asking approval for establishing similar relations with Dr. Duisberg. Dr. Jebsen replied on September 21, stating that he believed such relations could well be established with the approval of Dr. Kuhne. Accordingly, relations with Dr. Duisberg were established at a conference in Dr. Duisberg's office between him and Mr. Kaegebehn.

Dr. Duisberg welcomed such cooperation and, in fact, carried the proposal further than was expected by the Titanium Pigment Company. He outlined four proposals for future relations, namely:

*Exhibit 720*

- 1) Dr. Duisberg will send a copy of all applications, Patent Office actions, and amendments thereto, concerning Titanium Pigment Company. (Copies have already been received in three cases which Dr. Duisberg is prosecuting; Cases T.108, T.111, and T.112).
- 2) Dr. Duisberg wishes us to consider the advisability of consolidating the prosecution of all titanium applications which will eventually be controlled by the Titanium Pigment Company, into one agency.  
In working out this arrangement, the matters will receive as much attention as Dr. Duisberg now devotes to them, while, at the same time, the Titanium Pigment will be in a position of assisting and cooperating in the prosecution of the cases.
- 3) Dr. Duisberg is willing to gradually withdraw the filing of these application from the firm of Washington attorneys who now handle the cases, and to file through whatever agencies the Titanium Pigment Company might think best.
- 4) The Titanium Pigment Company, if it be thought desirable, will send to the European associates copies of all Patent Office actions, citations, and amendments to United States applications filed by the Titanium Pigment Company, which are being prosecuted in the respective license fields of the European companies. This suggestion is made with the idea that such papers may be of assistance to the European companies in prosecuting their applications.

These proposals were discussed with Dr. Jebesen at a meeting in Dr. Thompson's office October 30, 1934, at

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Exhibit 720

which were present Drs. Thompson and Jebben and Messrs. Turner and Kaegenbehn. Dr. Jebben expressed his approval of what had been done thus far and the proposals reached with Dr. Duisberg outlined above. He suggested that the matter of future relations and the manner in which they could be worked out should be left to the discretion of Dr. Duisberg and the Titanium Pigment Company. He expressed himself as believing that what would be decided upon would meet with the approval of the Titangesellschaft.

As regards future applications, it is suggested that copies of the initial communication instructing Dr. Duisberg to file a United States application be sent to Mr. Kaegenbehn, thus informing him of the matter and enabling him to establish connections with Dr. Duisberg and to cooperate in the matter along the lines of the above outlined proposals in whatever ways will best assist in the prosecution of the case.

Very truly yours,

TITANIUM PIGMENT CO., INC.

(signed) C. F. GARESCHÉ

V.P.

CFK:MCY

This letter handed to Dr. Jebben at the N.Y. Office, Nov. 8, 1934.



## Exhibit 721

"Majestic"

February 5, 1935

Dr. G. Jebsen  
For Mr. Andreas Ravnstad  
c/o Titan Company, Inc.  
26, Rue de la Perrière  
Paris, 8e  
France

Gentlemen:

*Re: U.S. Applications of the Titangesellschaft m.b.H  
and Patent Expense.*

We have your very informative letter of January 22, 1935 and thank you for the trouble you have taken to explain the situation to us. We wish, however, to go into certain phases of this matter somewhat more in detail.

We observe that our letter of January 4, we have used the term "Titangesellschaft" in places where perhaps we might have used Titan Company, Inc. more accurately. This, however, has not been confusing to us, since we are clear on the point that the rights which we secure in United States Patents of the Titangesellschaft come to us as a result of our Agreement with the Titan Company, Inc.

We understand the situation regarding patent expense to be somewhat as follows:

A. Where we do not desire an exclusive license and the Titan Company, Inc. decides to file in our territory, we obtain a non-exclusive license but are not charged with any portion of the expense.

B. Where we desire an exclusive license and the Titan Company, Inc. wishes to file in their own behalf in the

## Exhibit 721

United States, we obtain an exclusive license and are charged with 50% of the expense.

C. Where we request filing on our behalf and the Titan Company, Inc. does not care to file on their behalf in our territory, we are charged with 100% of the cost.

We are clear on A. and B. above, and the latter's relation to Article VI, Section 2, Paragraph (d) of the Agreement of 1920.

We have interpreted Article V, Paragraph (e) to refer specifically to "*expense of MAINTAINING AND DEFENDING any Letters Patent*" which has already been issued. We do not find any specific reference to the expense of prosecuting an application. We note, however, the obligations incurred by the contracting parties with respect to filing applications as specified in Article V, Sections A. and B. as amended, but in these paragraphs find no reference to expense. As we are able now to interpret Paragraph (e) of Article V., in the light of your letter of January 22, 1935, we would assume, then, that a United States Patent issuing from an application originating from the Titan-gesellschaft under which we desired exclusive license but which the Titan Company, Inc. had no desire to file in their own behalf, would be fully and completely assigned to the Titanium Pigment Company as to all rights, title and interest in the invention, and we would be charged with the entire cost of the prosecution. Can you inform us whether such has been the case with respect to any cases considered to come within the license field of the Agreement between the Titan Company, Inc. and the I.G., that is, the Titan-gesellschaft applications which are referred to by you as "T" cases.

We have assumed, however, that in cases where we have requested an exclusive license and the application was

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## Exhibit 721

prosecuted to patent in the United States and, as issued, showed the L.G., or the Titan Company, Inc., or the Titan Company A/S or, in the future, will show the Titangesellschaft or British Titan Products Company as assignee, and, consequently, under United States Law as owners, such application and patent would be construed as showing the desire on the part of the Titan Company, Inc. to apply for patent in the United States, the expense of which would be 50% chargeable to us.

As we have interpreted Article VI, Section 2, Paragraph (c) of the Agreement of 1920, we have understood that where the inventor company or, as is the case, the Titan Company, Inc., does not wish to file in our territory, they will *on request by us*, . . . . . execute and deliver to us, papers necessary to the preparation, filing and prosecution of the application for patent. This paragraph of the 1920 Agreement, as we have understood it, provides for our taking over complete filing and prosecution of the case. If we are correct in this assumption, then we would be in a position to entirely supervise the prosecution in the United States.

You will note that in recent cases where we have requested an exclusive license, as for example, cases T.108, 118, 120, and 121, we have not desired that you execute to us papers necessary for the prosecution of these cases, and have understood that it was your desire to file on your own behalf in the United States.

With respect to Cases T.118, 120, 121, which, according to our letters of February 1, 1935, we requested exclusive license, this request was predicated on the assumption that the Titan Company, Inc. intended to file in the United States in our territory. We noted, however, that you had informed us that you had not reached a decision in the

matter. Accordingly, in view of the above, in any of these cases should you come to a decision not to file in your own behalf, we beg of you to advise us in order that we may reconsider the case in the light of being charged with the entire cost of the prosecution.

With respect to the filing of the Titangesellschaft cases in the United States under which, through the Titan Company, Inc., we obtain exclusive license, you will note that we have not yet received the comment of the Titangesellschaft to paragraphs 2 and 3 of our letter of November 1, 1934 to Dr. Jebsen.

Since, as you point out in your letter of January 22, 1935, the expense of filing an application in our territory depends upon the decision of the Titan Company, Inc. and ourselves, it would appear that points 2 and 3 of our November 1st letter are particularly pertinent. If the Titan Company, Inc. and ourselves are only concerned, then there appears to be no reason why the Titangesellschaft should have any objection to the points raised in these two paragraphs. Should there be no objections, it appears that the prosecution of these cases might well be handled by the Titan Company's United States attorneys, Messrs. Dorsey and Cole, with the understanding, of course, that the expense involved will not be greater than the present arrangement. In considering such a suggestion, it can be pointed out that much of the actual detail work in connection with the literature searches, preparation of the application, amendments, etc. could be undertaken by our office, with Messrs. Dorsey and Cole acting in a consulting and supervisory capacity and filing the application and amendments in their name. Such an arrangement, consequently, should not involve added expense over the present arrangement.

We are not quite clear on one possible situation. Suppose, for example, the Titangesellschaft files an application

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*Exhibit 721*

in Germany which, through the Titan Company, Inc., is called to our attention for decision regarding our desires with respect to it. Assuming that the Titan Company, Inc. did not wish to file on their behalf, would the Titangesellschaft have the right to file on their own behalf and in their own name in our territory, regardless of the Titan Company's decision and, in such case, what would be the interest of the Titanium Pigment Company in such application?

In the future, when informing you of our desire for exclusive or non-exclusive license, we shall be careful to take into consideration in our decision whether we are prepared to accept the entire cost of the prosecution of the application, or whether our decision is based upon the assumption that the Titan Company, Inc. will also desire to file on its own behalf in our territory. It would be very helpful to us if we could be informed of your decision at the time you transmit to us copy of the application for our consideration.

We trust that our remarks will not be considered in any critical light whatever. We are endeavoring only to establish a meeting of the minds between all interested parties with a view to establishing a modus operandi whereby these cases will receive the detailed attention they deserve.

Very truly yours,

TITANIUM PIGMENT CO., INC.  
Sec'y.—Patent Committee

CFK:MCY

cc: GWT

JLT



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**Exhibit 722**

Letterhead of

**TITAN. COMPANY, INC.**

Titanium Pigment Co. Inc.

105 York Street

BROOKLYN N.Y.

Paris, 14th May 1935

*Att. Mr. C.F. Kaegebehn*

Dear Sirs,

*Patent Expenses on U.S. applications under Agreement*

We revert to your letter of 5th February this year and beg to apologize for the delay in giving our comments to the questions raised by you, the reason being that the writer has been abroad for a long period.

We are in agreement with your understanding of the situation as expressed under items A, B, C of your letter.

As to item C, we fear we did not express ourselves very clearly with regard to our interpretation of the Agreement in our letter of the 22nd January this year.

As you rightly remark, Article V (c) does not refer specifically to the expense of prosecuting an application. However, your item C follows of article VI (d) providing for equal division of expenses between the Parties, also in case of obtaining Letters Patent, and the release from this charge can be had under conditions stated

1. In Article V (b) for the licensor

2. " " V (d) " " licensee

It may be questioned whether an expense in obtaining Letters Patent provided for under Article V (a) is not in any case to be shared according to Article VI (d) if any of



*Exhibit 722*

the Parties will keep strictly to the words of the Agreement, but we do not think it worth while to raise this question as this has never been practised and seems unreasonable in view of the preceding paragraph.

As to Article VI (e), you are right in assuming that this paragraph provides for your taking over the complete filing and prosecution of cases in which Titan Company Inc. and/or the inventor company does not wish to obtain patents in your territory. In this connection we may mention that according to the practice followed between the associated companies up to now, the inventor company has, in most cases, for the sake of convenience, taken care of the prosecution of the cases.

Article VI (e) does, in our opinion, not provide a right for the licensees to ask for papers re the prosecution of applications in case the licensor applies himself. (We refer to last paragraph page 2 and 3rd paragraph page 3 in your letter.)

In reply to your question at the end of the 3rd paragraph page 2 of your letter, you will find from our correspondence that the following cases which have been taken entirely over by you have been assigned to you and the patents have issued in your name:

|      |                 |           |
|------|-----------------|-----------|
| T.41 | U.S. patent No. | 1.773.727 |
| T.44 | " " "           | 1.831.852 |
| T.54 | " " "           | 1.738.765 |
| T.63 | " " "           | 1.758.472 |

In some other cases originating from *Titangesellschaft* (I.G. Farbenindustrie), in which cases the Titan Company Inc. did not wish to apply for patents, you expressed the wish to become the owner, and this matter was arranged

## Exhibit 722

between you and Dr. Duisberg's office (see your letter to us of July 19, 1932). The cases are the following:

|       |                 |           |
|-------|-----------------|-----------|
| T.55  | U.S. patent No. | 1,891,911 |
| T.64  | " "             | 1,850,154 |
| T.65  | " "             | 1,849,153 |
| T.71A | " "             | 1,941,285 |
| T.71B | " "             | 1,934,778 |

We are aware that the patents in these cases have issued in the name of I.G. Farbenindustrie.

With reference to the last paragraph on page 3 of your letter, you have now received our letter of 23rd March 1935 informing you of the approval by Titanengesellschaft of the proposal contained in your letter of 1st November 1934, and we understand from correspondence with you that you are arranging with Dr. Duisberg's office the details with regard to the future-cooperation in the prosecution of the Titanengesellschaft's U.S. patent applications.

With regard to cases T.108 and T.118 and upwards referred to in the 2nd and 3rd paragraph on page 3 of your letter, we will inform you later on in separate letters regarding our decision as to applications in your territory.

We now refer to paragraph 2 on page 4 of your letter. The inventor company has the right to file patent applications in its name in all countries. We interpret paragraph V (a) of our Agreement in this manner. In the case of an application originating from the Titanengesellschaft, this company has thus the right to file an application in its name if it so wishes. If the Titanengesellschaft does not wish to file such application, the Titan Company Inc. may file in its name according to agreement with Titanengesellschaft. If again, Titan Company Inc. does not wish to file an application, the right to file will pass on to you, according to your

*Exhibit 722*

agreement with us. As to exclusive licences, the Titan-gesellschaft is, according to its agreement with us, under obligation on our request to give us such licences in all countries outside their territory and we are, according to our agreement with you under obligation, at your request to provide and to hand on to you this right to exclusive licences in countries of your territory. Consequently you could in the case you suppose, always obtain ~~an~~ exclusive licence from us (See Article III, Agreement of 1920). Your right to non exclusive licence under such patent develops from the agreements in the same manner as your right to exclusive licence. Your interest in a patent applied for and owned by the Titangesellschaft in the "Licensed Field" and in your territory would thus—dependent on your wish—amount to either an exclusive or a non exclusive licence under the patent.

We have noted your wish to be informed of our decision when we transmit to you a copy of an application under the Agreement. We will do our best to have this done and will also call the attention of the Titangesellschaft to your wish. We may, however mention that, in most cases, this will be very difficult, as the copies of the applications are forwarded on from here without delay.

We welcome the opportunity to discuss this matter with you and we quite agree that it will be of mutual interest to establish the best possible way of proceeding in the handling of the "T" Cases between our companies.

We should be pleased to receive any further remarks which you might wish to make in connection with the above.

Yours very truly,

PET TITAN COMPANY INC.

ANDALAS RAVNESTAD

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Exhibit 723

May 31, 1935.

Dr. G. Jebsen :  
For Mr. Andreas Ravnstad, o  
c/o Titan Company, Inc.,  
26, rue de la Papiniere,  
Paris, 8e-France /

*RE. Titanengesellschaft U. S. Patent Applications.*

Gentlemen:

We thank you for your letter of May 14, 1935.

We wish to assure you that we fully appreciate the difficulties you encounter in securing more detailed information from the I. G. relative to Patent applications, and understand the special circumstances from which these difficulties arise.

We have no doubt that our recently established cooperation with Dr. Duisberg's office, which is progressing most satisfactorily coupled with your own efforts to adjust this situation, will eventually bring about an arrangement satisfactory to all parties.

We agree that the matter has to be handled with some care, and will welcome further information from you.

Very truly yours,

TITANIUM PIGMENT CO., INC.

Secretary,  
Patent Committee.

CFK:AL

## Exhibit 724

Dr. G. Jebsen  
For. Mr. Andreas Ravnstad,  
c/o Titan Company, Inc.,  
26, rue de la Pepiniere,  
Paris, 8e—France.

June 10, 1935.

Re: Patent Expense on U. S. Applications Under  
Agreement

Gentlemen:

This will acknowledge the receipt of your very instructive letter of May 14th. Please accept our thanks for the trouble you have taken in so painstakingly answering the various questions raised in our letter of February 5th. This exchange of correspondence has resulted, we believe, in a complete understanding of the situation. We do not believe there remains any important differences between us with respect to the interpretation of this feature of the Agreement of 1920.

Having reached this understanding, we feel that we can now discuss the alternatives which confront us when we receive an application from you which has originated either from yourself, Titangesellschaft, or the British Titan Products Company.

1). In these cases regarding which you are able to tell us definitely at the time you send us the application that both yourself and the inventor company have decided not to file in our territory.

In this situation we are faced with only one alternative; namely, to decide whether we wish a corresponding application to be filed on our behalf and at our expense. In acquainting you of our decision we will say either that we do



## Exhibit 724

*not wish a corresponding application filed on our behalf or that we wish a corresponding application to be filed on our behalf and at our expense.*

If the application we wish filed originates with the British Titan Products Company or yourself, we expect that the U. S. application will be filed through Messrs. Dorsey & Cole and that we shall have virtual control over the prosecution of the application, working with Messrs. Dorsey & Cole and keeping you fully advised.

If the application we wish filed originates with the Titangesellschaft, we expect that the U. S. application will be forwarded, as at present, to Dr. Duisberg's office. In cases coming under this heading, we will have the privilege of designating the attorneys through whom the application will be filed; and, in other ways, virtually controlling the prosecution of the case, keeping you fully informed thereof.

Such cases, originating with yourself, the British Titan Products Company, or Titangesellschaft, will be assigned to us so that the patent will issue in the name of the Titanium Pigment Company.

2). In those cases regarding which you are able to tell us definitely at the time you send us the application that either yourself or the inventor company has decided to file a corresponding application in our territory.

In this situation, we are faced with only one alternative; namely, to decide whether we wish an exclusive or non-exclusive license. In acquainting you of our decision we will say either that *we wish only a non-exclusive license or that we wish an exclusive license and are prepared to stand 50% of the cost of prosecuting the U. S. application.*

If we request only a non-exclusive license, we have no right to share in or control the prosecution of the U. S.



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## Exhibit 724

application, except as you or the inventor company may wish to avail yourselves of our cooperation which will be always at your disposal.

If we request an exclusive license, then we expect to share in the prosecution of the application, cooperating with the U. S. attorneys, i.e. Messrs. Dorsey & Cole (for yourself or British Titan Products Co.) or Dr. Duisberg's office (for ~~for~~ <sup>for</sup> ~~Titan~~ <sup>Titan</sup>gesellschaft,) who may be handling the case. Patents issuing from applications coming under this heading will issue in the name of the inventor company.

3). In those cases concerning which you are unable to acquaint us with the decisions of either yourself or the inventor company.

In this situation we are faced with the following three alternatives:

(a) To request only a non-exclusive license should either you or the inventor company decide to file in our territory. This would be tantamount to saying that we had no interest in having a corresponding application filed. Accordingly, should neither you nor the inventor company decide to file in the U. S., then no application would be filed. On the other hand, should either you or the inventor company decide to file, then the U. S. application would be handled as described in that section of No. 2 above dealing with non-exclusive licenses.

(b) To request an exclusive license but only dependent upon the understanding that either yourself or the inventor company will also wish to file. We do not anticipate that the situation will arise very frequently and, in general, we will endeavor to state our decision as per 3 (a) above or 3 (c) below. Should we be forced, however, to make a

## Exhibit 724

decision of this kind, we will say in acquainting you of our decision that *in the event you or the inventor company decide to file a corresponding application in our territory we will want an exclusive license and are prepared to accept a charge of 50% of the prosecution of the application.* Should you or the inventor company decide to file in our territory, then the matter would be handled as described in that section of No. 2 above dealing with exclusive licenses.

(c) To request an exclusive license and to inform you that in the event neither you nor the inventor company would wish to file in our territory, we are prepared to have the application filed on our behalf and at our expense. In cases of this nature, we will say in advising you of our decision that *we desire a corresponding application to be filed on your behalf.* We will not know whether such cases will be handled according to that part of No. 2 above dealing with exclusive licenses or that part of No. 1 above dealing with the filing of an application on our behalf until we are informed of the decisions reached by you and the inventor company. Accordingly, we understand you will advise us of these decisions as soon as possible after receiving our decision. If you decide to file then the case would be handled as under No. 2 above, relating to exclusive licenses or, in the event you decided not to file, as under No. 1 above, relating to filing on our behalf.

The import of the discussion under No. 1 and No. 3 (c) above is that where we are charged with the entire cost, we will want to assume virtual control of the prosecution of the application and to have the patent issue in the name of the Titanium Pigment Company. We note from your letter of May 29th that you have already taken steps

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*Exhibit 724*

to have the patents in Cases T. 108, 111, 112, and 115 issue in the name of the Titanium Pigment Company. We intend to write separately at a later date regarding how we will want the further prosecution of these cases handled.

If the suggestions contained in this letter conform with your ideas, please advise us. Then, we believe, a modus operandi will have been established with respect to handling U. S. applications originating abroad which will be as efficient and workable as that which prevails with respect to our applications handled by you.

We again thank you for your cooperation in this matter.

Very truly yours,

TITANIUM PIGMENT CO., INC.

Secretary,  
Patent Committee.

CFK:AL

## Exhibit 725

INTER-OFFICE CORRESPONDENCE  
TITANIUM PIGMENT COMPANY, Inc.  
RESEARCH LABORATORIES  
105 YORK STREET BROOKLYN, N. Y.

DATE June 10, 1935.

SUBJECT Exchange of Licenses with our Foreign Associates and Cost of the Same.

TO Patent Committee.

FROM C. F. Kaegebein

## REFERENCE

As a result of protracted correspondence with Dr. Ravnstad of Titan Co., Inc., I am now in a position to report definitely regarding the cost of obtaining licenses in U. S. patents originating from our foreign affiliates.

The right to file a U. S. Application rests primarily with the inventor company; e. g. *Titanengesellschaft* or British Titan Products Company. If the inventor company does not exercise this right it passes to Titan Co., Inc. If Titan Co., Inc. also declines to file in our territory the right to file then passes to us.

In the event that either the inventor company or Titan Co., Inc. decides to file, then we may obtain either a non-exclusive or an exclusive license. Where we request an exclusive license, we are charged with 50% of the cost of obtaining the patent. Regardless of whether we want an exclusive or non-exclusive license, the patent will issue in the name of the inventor company or Titan Co., Inc.

*Exhibit 725*

In the event that neither the inventor company nor Titan Co., Inc. wish to file, then our request for an exclusive license is tantamount to authorizing the filing of the U. S. application on our behalf and at our entire expense.

The confusion in the past has resulted from the fact that we have been called upon to reach a decision before we were in possession of the decisions of Titan Co., Inc. and the inventor company. In some instances where we had requested an exclusive license, believing we would be charged with only 50% of the cost of prosecuting the application, our European affiliates subsequent to our decision came to the conclusion they did not wish to file. Consequently, the application was filed on our behalf and at our expense. The prosecution was controlled from abroad and the patent issued in the name of either the Titan Co., Inc. or the European affiliate.

We have agreed with Dr. Ravnstad on a course of procedure which we believe will eliminate future misunderstandings. This procedure may be summarized as follows:

Titan Co., Inc. will endeavor to inform us of their decision as well as that of the inventor company at the time they send us an application. We will then only have to decide whether we wish to authorize the filing of a corresponding application on our own behalf and at our expense.

In those cases where Titan Co., Inc. find it impossible to inform us of their decision or that of the inventor company, prior to submitting an application to us, we will reach our decision bearing in mind that our request for an exclusive license may be, in effect, an authorization to file on our behalf and at our expense. Titan Co., Inc. will later, as soon as possible, advise us of their decision and that of the inventor company. Should they decide to file, then the application will be jointly prosecuted, the cost equally divided,

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*Exhibit 725*

and the patent will issue in the name of the European company.

In the future, in all cases where we are chargeable with the entire cost of the case, we will control the prosecution and the patent will issue in the name of the Titanium Pigment Company.

C. F. KAEGERBEHN  
Secretary,  
Patent Committee,

CFK/AL



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Exhibit 726

Letterhead of

TITANIUM PIGMENT CO., INC.

Mr. W. C. Beschorman,  
Executive Vice President,  
National Lead Company,  
111 Broadway,  
New York, N. Y.

December 4, 1935

Dear Mr. Beschorman:

I beg to refer to my letter to you dated May 13, 1935 which referred to the status of our rights in the following United States patents owned by I. G. Farbenindustrie:

|           |               |                    |
|-----------|---------------|--------------------|
| 1,816,388 | July 28, 1931 | A. Mittasch et al. |
| 1,850,286 | Mar. 22, 1932 | "                  |
| 1,878,013 | Sep. 20, 1932 | K. Staib           |
| 1,891,210 | Dec. 13, 1932 | H. Wolff           |

The question of the rights arose in connection with our agreement with the American Zirconium Corporation.

I have today, been officially informed by the Titan Co., Inc. that the I. G. Farbenindustrie considers these patents to fall within the license field of the various agreements and accordingly, rights have been granted to us in the above U. S. patents. Thus, we are in a position to grant sub-licenses to any of our cross-licensees.

Please advise me if I can be of any further service in this matter.

Yours very truly,

TITANIUM PIGMENT COMPANY, INC.,

Charles F. Kaegebehn

Secretary,

Patent Committee.

CFK:PS

**Exhibit 727**

Copy.

TITAN COMPANY, INC.  
Wilmington, Delaware, U.S.A.

G. Jebsen,  
Vice President

Paris, February 18th 1936.

GJ/AK

Titangesellschaft m.b.H.  
Leverkusen I.G. Werk

Dear Sirs;

*Re Patent Application in the territories of associated companies.*

It has been suggested that the filing of a patent application by the company who has made or is controlling an invention (the inventor company) should not be undertaken in any country outside its territory, without consulting the associated company which has the right to be licensed for the country in question, thus giving this company an opportunity to express its view as to the advisability of such filing.

There have been cases where such filing has been feared to cause inconvenience and where possibilities of obtaining a satisfactory patent have been so small that by nearer consideration an agreement may have been reached as to refraining from such application.

Such a consultation may also bring forward points for the improvement of the application in cases where changes from the basic application are permitted.

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*Exhibit 727*

I propose therefore that it be agreed in principle that such practice be established reciprocally between the associated companies who are in agreement with the above suggestion.

Yours very truly,

(sign.) G. Jebsen.

March 5, 1936

The Titan Company,  
26, rue de la Pepiniere,  
Paris, 8e—France.

Subject: Patent Applications in  
Territories of Associated Companies.

Attention: Dr. G. Jebsen

Gentlemen:

Dr. Jebsen's letter of February 18 has been referred to us for reply.

As we understand the proposal contained in Dr. Jebsen's letter, the associated companies are asked to agree in principle that applications will not be filed in territories outside of that of the respective companies without consulting the associated company in whose territory it is proposed to file an application.

We believe that such an arrangement is actually in operation at the present time, although, perhaps no expressed agreement has been made as to the principle involved.

For example, when the Titanium Pigment Company files an application in the U. S., the question of filing applications in the territories of Titan Company Inc. and its associates is left entirely to the discretion of the Titan Company Inc. and its said affiliates. At the same time applications originating with Titan Company Inc. and its affiliates are always presented to Titanium Pigment Company before filing in our territory.

A distinction, however, exists in this: that whereas Titanium Pigment Company has adopted a practice of per-

## Exhibit 728

mitting Titan Company and its affiliates to decide in what countries outside the territory of Titanium Pigment Company applications are to be filed, Titanium Pigment Company is only consulted as to the nature of licenses it may desire in applications of Titan Company and its affiliates. We therefore believe that the principle of the proposal contained in Dr. Jebsen's letter is desirable if thereby the Titanium Pigment Company will secure, in addition to the right of choosing the nature of the license it desires, the privilege of expressing its opinion on the desirability of filing applications in its territory. It is presumed that such an opinion will have considerable weight in deciding whether such applications should be filed, if not actually determining the question.

If these considerations are correct we believe there will be no difficulty in securing the approval of Titanium Pigment Company to the proposal contained in Dr. Jebsen's letter. However we should like a reply commenting on our remarks before presenting the proposal to our executives for their approval.

Yours very truly,

TITANIUM PIGMENT COMPANY, INC.,

C. F. Kaegbehn

Secretary,

Patent Committee.

CFK:BR

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**Exhibit 729**

Letterhead of

TITAN COMPANY, INC.

GJ/AK

Paris, March 20th 1936.

Titanium Pigment Co. Inc.  
Research Laboratory  
P.O. Box 58  
South Amboy, N. J.

Attention Mr. Charles F. Kaegebehn  
Secretary of the Patent Committee.

Dear Sirs,

*Subject: Patent Applications in Territories of Associated Companies.*

We acknowledge receipt of your letter of March 5th and agree with your interpretation of the writer's letter of February 18th, with the comment however that it is left open to the "inventor company" to put such weight on the opinions expressed by the associated company (licensee) as the inventor company may find advisable.

It is assumed that practice will develop this matter and the writer considers that it goes without saying that such opinions will be given due consideration.

The proposal has been brought forward because it has happened that inventor companies have applied for patents in countries outside their territory, without consulting the respective associated company beforehand. Such incidents may occur still, but, as the European associates have agreed to the above, and it has in fact been the practice of the Tita-



*Exhibit 729*

nium Pigment Co, and the Titan Company Inc., it may be assumed that these will be rare exceptions.

As the writer has understood from Mr. Ravnstad that the suggested practice has not always been followed by our European associates as regards U.S.A., he notes with pleasure that you have not been inconvenienced in matters of this kind and shall be glad to receive your approval of the suggestion made.

Yours very truly,

TITAN COMPANY INC.

G. JEBSEN

*Copy to Mr. Beschorman.*

## Exhibit 730

April 4, 1936.

Titan Company, Inc.,  
26, rue de la Pépinière,  
Paris, 8e— France.

Attention: Dr. G. Jebsen

Re: Patent Applications in Territories  
of Associated Companies.

Gentlemen:

Your letter of March 20th, 1936 was received and the matter was at once laid before Mr. Beschorman with the recommendation that the proposal contained in your letter of February 18th, 1936, be approved.

With Mr. Beschorman's consent, we are happy to inform you of our approval of the suggestion.

In handling matters relating to patent applications of the associated companies, the writer enjoys a most satisfactory relationship with Mr. Ravnstad and a cooperation has been established in this country with Messrs. Hutz and Joslin, successors to Dr. Duisberg, on matters pertaining to the United States applications of Titangesellschaft. We expect that the suggested proposal will even further strengthen these relations.

Very truly yours,

TITANIUM PIGMENT COMPANY, INC.,

Secretary,  
Patent Committee.

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Exhibit 731

Letterhead of

TITAN COMPANY, INC.

Paris, 12th. June 1936

SA/GK

Titanium Pigment Co. Inc.,  
P. O. Box 58,  
South Amboy N. J. U.S.A.

*Att. Mr. C. F. Kaegebehn*

Dear Sirs,

*Patent Situation Canada*

We beg to acknowledge the receipt of your letter of the 14th. ult. and are much obliged for the information given therein regarding patent applications filed by you in Canada in some of your recent patent cases.

With reference to the last paragraph of your letter, we beg to inform you that an application was filed in France in Case T.128 on the 4th. February 1936, and it may be expected that a patent will be published about August this year.

If, for some reason, you wish us to try and delay the publication of this patent, please inform us by return.

Yours very truly,

per TITAN COMPANY INC.

SIGURD ANDERSEN

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Exhibit 732

June 22, 1936

Dr. G. Jebsen  
For Mr. Andreas Ravnstad  
c/o Titan Company, Inc.  
26 rue de la Pepiniere  
Paris—8e—France

Subject: Case T.128—French Patent

Gentlemen:

Your letter of June 12 was duly received.

We would very much appreciate your obtaining a delay in the publication of the French patent for as long a time as is possible under the French law.

This request is prompted by the fact that we are encountering some difficulty in the prosecution of the U. S. application and would prefer not to have any disclosure of the subject matter of this case published until after we have had some further actions by the United States Patent Office.

Yours very truly,

TITANIUM PIGMENT COMPANY, INC.

Secretary,  
Patent Committee.

CFK:BR

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Exhibit 733

Letterhead of

TITAN COMPANY, INC.

SA/LA

Paris, 15, July 1936

Titanium Pigment Co. Inc.

P.O. Box 58

SOUTH AMBOY N.J.

Att. Mr. C.F. Kuegebehn

Dear Sirs,

T. 128 French Pat. Appl. No. 396.043 (Pat. No. 803.198)

We acknowledge with thanks the receipt of your letter of the 22nd ult. in the above.

Immediately upon receipt of your letter we examined the possibility of having the publication of the above patent postponed. The French Patent Office usually refuses all requests for delay of publication of patents upon applications filed under the Convention. For non-convention applications filed in France a delay of up to a year is generally granted. In the above case it turned out that the application had already advanced at a stage where any possibility of a request for the delay of publication being granted was quite excluded. We accordingly filed no such request, and have now just been informed that a patent has been granted under No. 803.198 and will be published by the middle of September this year.

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*Exhibit 733*

The circumstances were thus unfortunately such as not to permit our being of assistance to you in this matter. We hope that the publication of the French patent will not inconvenience too much the prosecution of your U.S. application.

Yours very truly,

Per TITAN COMPANY INC.

ANDREAS RAYNESTAD



## Exhibit 734

July 23, 1936.

Dr. G. Jebsen,  
For Mr. Andreas Ravnstad,  
c/o Titan Company, Inc.,  
26, rue de la Pepiniere,  
Paris, Se—France.

*Subject:* Case T.128—French Patent  
No. 803,198.

Gentlemen:

We have your letter of July 15th informing us that it was not possible to delay publication and that consequently, the patent issue is due the middle of September, this year. The publication of the French patent will not inconvenience us in the prosecution of United States application. Our intention was that in the event U. S. application was disallowed, then there would be no other publication of the subject matter.

With the French patent issuing in September, there now no longer exists any reason for delaying the prosecution of our Canadian application and we are, accordingly, informing Messrs. Featherstenbaugh to resume prosecution of the Canadian case.

Very truly yours,

TITANIUM PIGMENT COMPANY, INC.

Secretary,  
Patent Committee.

CFK/T

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Exhibit 735

October 5, 1936

Dr. G. Jebsen  
For Mr. Andreas Ravnstad  
c/o Titan Company, Inc.  
26 rue de la Pepiniere  
Paris—8e—France

Re: Canadian applications corresponding  
to U. S. applications of Titangesellschaft—  
particularly Cases T. 115, T. 118, T. 120, and  
T. 125-B.

Gentlemen:

We have just completed an investigation of the status of Canadian applications corresponding to American applications of Titangesellschaft in which we have an exclusive license, and for which we are defraying the entire cost of prosecution.

In this connection we have had some correspondence with Messrs. Hutz and Joslin.

The result of our correspondence with Messrs. Hutz and Joslin and our individual study discloses that there are in some cases pending Canadian applications, and in others none have been filed. A table showing the status of the situation is enclosed herewith.

We feel that the question of filing Canadian applications in certain of these T. Cases should be considered. For example, we believe that Canadian applications should be filed in Case T. 115, Case T. 120, and Case T. 125-B.

As to Case T. 118, the U. S. application was abandoned, and we do not feel the case is of sufficient importance to justify the Canadian application. Furthermore, the sub-

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*Exhibit 735*

ject of Case T. 134 filed by the American Zirconium Corporation, we believe, substantially covers the subject matter of Case T. 118. (On September 22nd we wrote you concerning Canadian applications of the American Zirconium Corporation.)

We recommend filing Canadian applications in Case T. 115, T. 120 and T. 125-B on our behalf. In connection with the preparation of these applications we believe that they should be prepared in the United States because changes have been made in the specifications and claims to strengthen the cases, particularly in Case T. 125-B. We suggest that the applications be prepared by us in conjunction with Messrs. Hutz and Joslin or Potter, Pierce and Scheffler, and sent to Titangesellschaft for execution.

We urge you to consider this matter, and to let us hear from you as soon as possible. Please bear in mind that we will give these cases the same careful attention that we are trying to give to the U. S. applications of Titangesellschaft filed on our behalf.

Yours very truly,

TITANIUM PIGMENT COMPANY, INC.,

Secretary,  
Patent Committee.

CFK:BR

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*Exhibit 735*

LIST OF U. S. APPLICATIONS  
in which  
TITANIUM PIGMENT COMPANY IS EXCLUSIVE  
LICENSEE OR ASSIGNEE  
and  
SITUATION IN CANADA

| Reference No. | U. S. Ser. No. | Inventor     | Canadian<br>Application | Canadian<br>Patent |
|---------------|----------------|--------------|-------------------------|--------------------|
| Case T. 111   | 707,222        | Raspe, et al | —                       | 349,030            |
| " T. 112      | 735,289        | Rockstroh    | 410,229                 | —                  |
| " T. 115      | 11,164         | Lederle      | None filed.             | —                  |
| " T. 118      | 42,147         | Weise        | "                       | —                  |
| " T. 120      | 33,383         | Petersen     | "                       | —                  |
| " T. 125-B    | 55,937         | Weise, et al | "                       | —                  |
| " T. 126      | 6,599          | Drucker      | 415,612                 | —                  |
| " T. 140      | 85,438         | Raspe, et al | 432,070                 | —                  |
| " T. 141      | 85,440         | Raspe, et al | 432,043                 | —                  |
| " T. 142      | 85,439         | Raspe, et al | 432,042                 | —                  |

C. F. Kaegebehn  
Patent Department  
September 22, 1936

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## Exhibit 736

Letterhead of

TITAN COMPANY, INC.

No. 28.

GJ/AK

Paris October 18th 1937.

William C. Beschorman Esq.

Executive Vice President

National Lead Company

111 Broadway

New York City, U.S.A.

Dear Mr. Beschorman,

The I.G. Farbenindustrie has requested Titangesellschaft to submit the following question:

"With regard to the possible development of the sales of Titanium alloys, we would suggest to obtain the agreement of Dr. Jebsen that also in general metallurgical products containing Titanium, with more than 2% of Ti, will be excepted from the Licensed Field as regards production and sale. This should so much more be possible as we already in 1932 were permitted to produce 40% Ferro-Titanium."

Besides Ferro-Titanium the following materials are first of all to be considered:

Ferro-Titanium-Carbon,

Titanium Carbide, as well as perhaps also hard alloys containing Titanium Carbide,

Titanium-Manganese-Aluminium,

Titanium-Aluminium".

I have answered this today as per enclosed translation, to which I trust you will agree.

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*Exhibit 736*

I beg, though, to mention that this matter in part was up for consideration in the meeting of April 20th ( please see minutes No. 30, point 6:-) At the same time was raised the question of Titanium Silicite, Titanium Phosphite and similar products.

These questions are likely to come up again and I would therefore appreciate to have National Lead Company's standpoint in this matter.

I enclose a memorandum I wrote on May 1st 1933, as to the contractual position as far as the agreements between Titan Company Inc. and Titanium Pigment Company (National Lead Company), Titangesellschaft and British Titan Products Company are concerned.

With kindest regards,

Yours very truly,

G. JEBSEN.



Exhibit 736

## MEMORANDUM

re the question raised by the I.G. Farbenindustrie Akt. Ges. whether the I.G. is free to manufacture Titanium Metal and Titanium Carbide, Titanium Silicite, Titanium Phospite and similar products.

This matter is to be studied not only from the point of view of our agreement with the I.G., but also with a view to our other agreements, with Titanium Pigment Company, British Titan Products Co. and Société Industrielle du Titané.

All the "Licensed Field" definitions include Titanium Compounds and as such must be considered the above products with the exception of Titanium metal.

It is therefore beyond doubt that the I.G. is bound not to manufacture the above mentioned products ex metal without our permission, and this cannot be given without the consent of the other above mentioned associated companies.

It is a question to be studied, whether these products should be excluded of the "Licensed Field".

With regard to Titanium metal, the agreements are as follows:

*Agreement with the Titanium Pigment Company.*

This includes the Titanium metal (as long as it does not contain by weight more than 5% of a metal other than Titanium in its purely metallic state) and, according to article XIV, no license can be given by us on the production of Titanium metal, without abiding to the conditions of this article XIV of the 1920 agreement.

*Exhibit 736**Agreement with the I.G. and our associates in B.T.P.*

In these two cases the agreement establishing the co-operation mentions the manufacture and sale of Titanium and Titanium Compounds:

The License Agreement annexed thereto defines the "Licensed Field" as including only Titanium Compounds, etc., but not the Titanium metal. This definition of "Licensed Field" pertains also to the License Agreement between the Titangesellschaft, resp. the B.T.P., and the other associates in the respective companies (with the exception of I.C.I.).

A strict interpretation of this seems therefore to be, that a cooperation with regard to Titanium metal is foreseen between ourselves and our German, as well as our English associates, but the conditions as to such cooperation are not established.

Our agreement with B.T.P. art. XIV, puts the Titan Company Inc. under restrictions as to the licenses which Titan Co. Inc. can give (restrictions similar to those of art XIV in the 1920 agreement), but this article XIV of the B.T.P. agreement does not include Titanium metal, and we should consequently be free to act as we wish towards the I.G. Farbenindustrie as regard our relations with the B.T.P.

Article XIV of the 1920 agreement includes, however, Titanium metal, so that any cooperation with I. G. or Titangesellschaft, including a grant of licenses, will have to take regard to our agreement with the Titanium Pigment Company.

It goes without saying, that in any cases, according to the spirit of the agreements, the matter will have to be considered with all parties concerned.

May 1st, 1933.

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*Exhibit 736**Translated from German.*

Paris, October 18th 1937.

Titangesellschaft m.b.H.  
Leverkusen I.G. Werk

*Attention Dr. Raspe.*

In connection with the inquiry of the I.G. Farbenindustrie concerning the attitude of the Titangesellschaft, respectively Titan Company Inc., with regard to the manufacture of metallurgical products, I beg to state the following:

The definition of the "Licensed Field" in the agreement of 1927, amongst other things, says the following:

"Excluded are such materials which contain more than  
"5% of a metal other than Titanium in its purely  
"metallic (i.e. chemically uncombined) state."

I do not know the exact composition of the products in question, but I believe that products like Ferro-Titanium-Carbo Titanium-Manganese-Aluminium and Titanium Aluminium would come under the above exception, while Titanium Carbide and metal Titanium are covered by the "Licensed Field".

This is in full accord with the opinions expressed by the various parties present at the meeting of September 11th, as to the products which are of interest to Titangesellschaft for its manufacturing field—without going any further into the contractual definition of the Licensed Field.

I therefore trust that this will have satisfactorily answered the question asked and furnished the necessary data in reply to I.G. Farbenindustrie's inquiry.

Yours very truly,

(sign.) G. JEBSEN

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**Exhibit 737**

October 26, 1937

Dr. G. Jebsen, Vice President  
Titan Co. Inc.  
26 Rue de la Pepiniere  
Paris, France.

Dear Dr. Jebsen:

Replying to your No. 28 of October 18th, the subject matter of this letter was read to the Titanium Pigment Company Board today at their monthly meeting. It was the consensus of opinion that before a positive reply was made to the request of I. G. Farbenindustrie both you and ourselves should know the composition of the products—Ferro-Titanium Carbon, Titanium-Manganese-Aluminum and Titanium Aluminum.

If the analyses prove that these products are outside of the License Field we, of course, cannot object to their manufacturing and selling, but would it be possible to arrange in such cases for an exchange of information between the I. G. and all of our associates on the production of these products, and further to restrict the sale of them to the territorial lines provided for materials which do come under the License Agreement.

With kind regards,

Very truly yours

Executive Vice President.

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Exhibit 738

Letterhead of

TITAN COMPANY, INC.

No. 3.

Paris, January 11th 1938.

GJ/AK

William C. Beschorman Esq.

Executive Vice President

National Lead Company.

111 Broadway

New York City, U.S.A.

Dear Mr. Beschorman,

I refer to your letter of October 26th in which you enquire whether it would be possible to arrange for an exchange of information between the I.G. and all of our associates on the production of Ferro-Titanium-Carbon, Titanium-Manganese-Aluminium and Titanium-Aluminium if these products were outside of the Licensed Field, and further to restrict the sale of them to the territorial lines provided for the materials which do come under the License Agreement.

I took up the matter with Dr. Kühne on his return and reminded him of it again last Tuesday, January 4th, at the meeting we had in Leverkusen.

Dr. Kühne has been very busy since his return from U.S.A. and has evidently had no time to attend to the matter. Dr. Raspe has been requested to inquire at the I.G. works in Bitterfeld, which have this matter in hand.

I am writing you this as I wanted you to know that the matter has not been forgotten.

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Exhibit 738

Personally I do not think that I. G. Bitterfeld will be inclined to do this without a compensation or knowledge that experience on the same line (Titanium alloys) is available within the associated companies suggested. The British Titan Products Company has nothing to offer on this line; neither has the Titanium Division of the National Lead Company, as far as I know.

I do not know what you may have in mind and if some sort of cooperation with the Titanium Alloy Manufacturing Company has been thought of.

I should appreciate any information you will give me in this respect.

With kind regards,

Yours very truly,

G. JEBSEN



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Exhibit 739

January 24, 1938

Dr. G. Jebsen, Vice President  
Titan Co., Inc.  
26 Rue de la Pepiniere  
Paris, France

Dear Mr. Jebsen:

In reply to your letter No. 3 of January 11th referring to my letter of October 26th and asking what I had in mind at the time.

In your letter of October 18th regarding the question of the I. G. Farbenindustrie to Titangesellschaft, you asked as to the composition of the products—Ferro Titanium Carbon, Titanium Manganese Aluminum and Titanium Aluminum—before you passed definitely on their question. We did likewise; we certainly could not pass intelligently on their request until we knew the compositions.

Further than this I visualized the possibility of working up some kind of cooperation between the Titanium Alloy Manufacturing Company and our European associates. For that reason I suggested in my letter that the territorial lines should be the same for these products as those provided for materials which do come under the License Agreement.

With kindest regards,

Very truly yours

Executive Vice President.

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**Exhibit 740**

Letterhead of

**TITAN COMPANY, INC.**

No. 6.

GJ/AK

Paris, February 1st 1938.

William C. Beschornman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschornman,

Referring to my letter of January 11th, I beg to inform you that Dr. Raspe writes me in a letter of January 27th that he has taken up the matter with Director Meyer-Küster, the commercial manager for metal matters, who answered him that he has received the enquiry with interest. As at present a reorganization of this department of the I.G. is under consideration, he will revert to the matter later on when he is in a position to do so.

With kindest regards,

Yours sincerely,

G. JEBSEN

## Exhibit 741

[COPY]

Dr. G. Jebsen,

For Mr. Andreas Ravnstad

c/o Titan Company Inc.

26 rue de la Pepiniere

Paris—8c—France

December 14, 1937

Re: Assignment of Titangesellschaft's (I.G. Farbenindustrie's) U. S. and Canadian Patents

Gentlemen:

Confirming the writer's recent conversations with Mr. Ravnstad, we beg to present for your consideration the following:

1. There are five United States patents and five Canadian patents in Cases T.55, T.64, T.65, T.71A, and T.71B, which stand in the name of I. G. Farbenindustrie in the Patent Offices of the respective countries although in the "List of T. Cases" it is stated that these patents have been transferred to Titanium Pigment Company. As you know, there exists no documentary evidence that these patents have, in fact, been transferred to us.

Accordingly, if I.G. Farbenindustrie regards these patents as transferred to us, as is indicated by the "List of T. Cases", i.e., has no desire to maintain these patents on their own behalf, then assignment documents should be executed. These assignment documents should be as follows:

- a) A separate document transferring title from I.G. Farbenindustrie to Titangesellschaft; and
- b) Another separate document transferring title from Titangesellschaft to Titan Company Inc.

The procedure is in accord with the existing agreements and follows that set forth in those agreements. The ques-

*Exhibit 741*

tion of whether or not Titan Co. Inc. will in turn assign the patents to us is one which can be settled between ourselves. Attached hereto are forms for these assignments. Instruction for the execution of these documents are attached to each document.

2. If, on the other hand, I.G. wishes to keep title and to maintain these U.S. and Canadian patents on their own behalf, we understand that since they fall within the Licensed Fields of the various agreements we are entitled to an exclusive sub-license under them through Titan Company Inc., and are in a position with respect to the Canadian patents to grant a sub-license thereunder to our affiliate—Canadian Titanium Pigments, Ltd. If the understanding is correct, then we desire from I.G. Farbenindustrie a statement to this effect. This statement should be made directly to Titan Company Inc. and acknowledge that Titan Company Inc. enjoys an exclusive license under these patents by virtue of the agreement between I.G. Farbenindustrie and Titangesellschaft, on the one hand; and the agreement between Titangesellschaft and Titan Company Inc. on the other hand. Titan Company Inc. will then be in a position to inform us that we enjoy an exclusive license under the Agreement of 1920. A letter in the form of the enclosure marked No. 1 will serve for this purpose.

We trust that we have made our position in this matter clear to you and that you will be able to conclude the matter with I.G. Farbenindustrie.

Yours very truly,

NATIONAL LEAD COMPANY

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encls.

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## Exhibit 742

Letterhead of

HUTZ AND JOSLIN

December 27, 1937

*Re: Proposed U. S. appln. corresponding to German applns.  
T. 48,568; T. 49,296 and T. 49,448*

Mr. Charles F. Kaegebehn, Manager,  
Patent Department, National Lead Co.,  
111 Broadway,  
New York City.

Dear Mr. Kaegebehn:

We enclose herewith one copy each of the above mentioned German applications filed by Titan Gesellschaft m.b.H. -Leverkusen advises us that the process described in these applications has proven to be of considerable technical importance, because it is possible thereby to obtain titanium pigments of very high covering power and excellent whiteness. It is, therefore intended to file a corresponding U.S. application (or several, if necessary).

Leverkusen states that they have forwarded copies of these applications at the request of the Titan Co. Inc., in order to give you an opportunity to familiarize yourself with the situation and to draft one or more U.S. applications. Leverkusen asks that we also give some thought to the drafting of the U.S. case and that we inform them as soon as possible of your and our proposals with respect thereto. Leverkusen had originally intended to prepare a draft of a U.S. application and to submit it to you for your comments. However, they are still awaiting results of

*Exhibit 742*

further investigations which will probably form the subject matter of a further German "Zusatz" application. They, therefore, decided to forward the German applications at this time, so that you would have sufficient time to consider the question of drafting the U.S. case. Leverkusen has promised to send us a copy of the further German "Zusatz" application as soon as it has been prepared.

We are also forwarding, for your information, copies of several reports by Dr. Tillmann regarding the process. These consist of a summary of the reports Nos. 37/19, 37/20, 37/21 and 37/22, as well as the complete report No. 37/23.

We have not yet given much thought to the proper drafting of a U.S. application. At first glance it appears desirable to combine the subject matter of all three German applications in a single U.S. case. The first German application was filed April 29, 1937, consequently the U.S. application should be filed not later than April 29, 1938.

We have noted that the process is in some respects similar to that described in your U. S. P. 2,029,799. This patent should, therefore, be kept in mind when drafting the proposed U. S. patent application. We believe it advisable for us to discuss the matter of drafting the proposed U. S. application in the near future. Kindly advise us when it would be convenient for you to have such discussion take place.

Very truly yours,

HUTZ AND JOSLIN

encls.



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Exhibit 743

September 20, 1938.

Dr. G. Jebsen  
For Mr. Andreas Ravnstad  
c/o Titan Company, Inc.  
26 rue de la Pepiniere  
Paris-8e-France

Re: New T. case—T. 217  
British Application No. 18,646

Gentlemen:

This letter supplements ours of September 13, 1938.

We beg to inform you that we desire the corresponding United States application to be filed here, under which we shall enjoy an exclusive license.

In the event you wish us to prepare the United States specifications and to take over the prosecution of the same, we should like some additional information, as follows:

- 1) A description of several distinctive experiments in which tantalum or columbium (niobium) is used, which will serve as specific examples for the United States specifications.
- 2) Specific data showing the improvement obtained by calcination in the presence of these elements; a direct comparison of the properties of pigments calcined with and without columbium or tantalum would be valuable.

If you would furnish us this information as soon as possible we will endeavor promptly to draft the United

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*Exhibit 743*

States specifications for the approval of British Titan Products, Ltd.

As soon as we have heard from our Canadian associates we will write you further.

Yours very truly,

NATIONAL LEAD COMPANY

CFK/rd

cc. Dr. Plechner  
Mr. Garesche  
Mr. Walley

**Exhibit 746**

Letterhead of

**TITAN COMPANY, INC.**

GJ/GK

Paris, 26th. October 1938

Mr. C. F. Kaegebehn  
National Lead Company  
Patent Department  
111 Broadway  
New York

Dear Mr. Kaegebehn,

Concerning: Exclusive Licences to the  
National Lead Co. Titanium Division under  
patents belonging to I.G. Farbenindustrie

These exclusive licences are given to National Lead Co.  
by Titan Co. Inc. which has received them from the Titan-  
gesellschaft which, in turn has received them from the  
I.G. Farbenindustrie.

The National Lead Co. has, for these licences, been  
charged with 100% of the expenses in obtaining and main-  
taining the patents. The National Lead Co. has objected  
to this considering that under the Licence Agreement Na-  
tional Lead should only pay 50%.

Taking this matter up with the I.G. Farbenindustrie  
Patent Department, Leverkusen, they maintain their posi-  
tion of 100% charge referring to Article 5 (c) of the Li-  
cence Agreement which says that a party can relieve itself  
of its obligation to pay its share in any Letters Patent con-  
trolled by it by delivering to the other party an assignment

*Exhibit 746*

of all the right, title and interest of such party in and to the same.

The rights which Titan Co. Inc. and Titangesellschaft have to this patent consists in an exclusive licence. The I.G.Farbenindustrie writes further that the Titangesellschaft is prepared formally to transfer these rights, i.e. exclusive licence to National Lead Co. and therefore should be freed of any of the above-mentioned expenses. The same applies to Titan Co. Inc.

When no formal transfer of exclusive licence has been requested, this is due to the extra expense involved.

The National Lead would anyhow not receive an assignment of ownership.

Our agreements with the I.G.Farbenindustrie by which the Titangesellschaft obtains the licences from the I.G.Farbenindustrie provides that Titangesellschaft shall carry 100% of the expense.

To me it seems perfectly fair that the Titangesellschaft and Titan Co. Inc. are free of sharing in the expense.

The Licence Agreement between Titangesellschaft and I.G.Farbenindustrie, as agreed upon in 1927 is not an agreement based on reciprocity as regards exchange of licences and the contributions which the I.G.Farbenindustrie is making is due to many other considerations and not to matters (Article XIV) which Titan Co.A/S. respectively Titan Co. Inc. was obliged to arrange on the basis of the 1920 Agreement. In other words, those contributions, is an extra advantage which Titan Co.A/S. thought desirable or proper to secure for the Group.

I talked this matter over with Mr. Garesché during his visit and he was inclined to think that the contractual interpretation of the agreements as above-mentioned was

*Exhibit 746*

right but made a reservation that he wanted to consider it with his legal advisors.

I note that we have forgotten to put it into the Memo. Mr. Garesché had prepared before he left. Will you please therefore bring it to his attention and see if we can get the matter definitely settled? \*

With kind regards,

Yours very truly,

G. JERSEN

Copy to Mr. Garesché

## Exhibit 747

November 16, 1938

Dr. G. Jebsen  
c/o Titan Company, Inc.  
26 rue de la Pèpinière  
Paris-8e-France

Re: Exclusive Licences to the National Lead  
Co. Titanium Division under patents  
belonging to I.G. Farbenindustrie

Dear Dr. Jebsen:

Shortly after the receipt of your letter of October 26th we put the matter to Mr. Garesché.

It does not appear to us that Article 5 (e) of the Agreement of 1920, which is between Titanium Pigment Company, National Lead respectively and Titan Company A/S, Titan Company, Inc. respectively, furnishes the I. G. with a basis for contending that we should pay 100% of the cost of obtaining I. G.'s patents in our territory. We believe that since our contractual arrangements are not with the I. G. but with Titan Company, Inc. there is basis for maintaining that we should only be chargeable with 50% of the cost where I.G. Farbenindustrie retains title.

However, in view of the concessions made by I.G., as stated in the last paragraph, page 2, of your letter and in the interest of promoting a friendly and reciprocal cooperation between all the members of the family we are pleased to advise you that we will accept the entire cost for obtaining patents of the I.G. Farbenindustrie in our territory under which we have an exclusive license. This, of course, applies only to the I. G. patents but not to those of Titange-



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*Exhibit 747*

sellschaft or the other members of the family who enjoy a reciprocal arrangement with Titan Company, Inc.

The costs of patents which relate to subject matters within, as well as outside the Licensed Field have not been considered. We suggest, if this meets with your approval, that such future cases be considered individually as they arise.

With very kind regards,

CFK/rd

cc. Mr. Garesché

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**Exhibit 748**

Letterhead of

**TITAN COMPANY, INC.**

Paris, December 24th 1938.

GJ/AK

C.F. Kaegebehn Esq.  
National Lead Company  
Patent Department  
111 Broadway  
New York City, U.S.A.

Dear Mr. Kaegebehn,

Re: exclusive licenses to the National Lead Company,  
Titanium Division, under patents belonging to I.G. Farben-  
industrie.

Many thanks for your letter of November 16th.

You seem to have overlooked that Article V e) of the  
agreement of 1920 between the Titanium Pigment Co.  
(respectively National Lead Company) and Titan Co. A/S  
(resp. Titan Company Inc.) is the same as Article V e)  
of the agreement of 1927 between Titangesellschaft and  
Titan Co. A/S (resp. Titan Company Inc.).

I. G.'s standpoint is of course based on the latter agree-  
ment and whatever interpretation is given to Article V e),  
the same should be applied in both cases. It is not rea-  
sonable that Titan Company Inc. should accept one inter-  
pretation towards Titangesellschaft and I. G., and another  
between Titan Company Inc. and National Lead Company,  
resulting in Titan Co. Inc. carrying the expenses in such  
a case.

*Exhibit 748 -*

I appreciate the intention expressed in the penultimate paragraph of your letter. However, the reservation made in the last paragraph will, I am afraid, cover quite a number of the cases in question. It is namely likely that I. G. will leave more or less developments, which are exclusively within the Licensed Field, to Titangesellschaft to work on, and I. G.'s developments more relate to subject matters which are of interest both within and outside the Licensed Field.

It seems to me that when the National Lead Company is interested in a protection and wishes an exclusive licence within the Licensed Field, the value of the protection can be considered sufficient to justify the payment of the 100% of the cost. If the value does not justify this then a non-exclusive license will presumably be sufficient for the National Lead Company in order not to be prevented from making use of the invention.

Looking forward to your news, I am, with kindest regards and my best wishes for a happy New Year.

Yours sincerely,

G. JEBSEN

Copy to Mr. Garesché.

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Exhibit 749

Letterhead of  
TITAN COMPANY, INC.

GJ/AK

Paris, February 8th 1939.

C.F. Kaegebehn Esq.  
National Lead Company  
Patent Department  
111 Broadway  
New York City, U.S.A.

Dear Mr. Kaegebehn,

Re: exclusive licences to the National Lead Company,  
Titanium Division under patents belonging to I. G.  
Farbenindustrie.

I revert to my letter of December 24th, regarding the  
above.

You will remember that I. G., according to the agree-  
ment, charged 100% to Titangesellschaft of the costs in-  
curred in obtaining letters patent in National Lead Com-  
pany's territory on inventions regarding which the National  
Lead Company wishes an exclusive license or, if possible,  
the transfer of the patent, and that Titangesellschaft has  
charged Titan Company Inc. correspondingly, which in turn  
has charged the National Lead Company.

Further, according to your letter of November 16th,  
the National Lead Company agreed to accept that charge,  
if the subject matter of the invention wholly falls within  
the Licensed Field. The National Lead Company made,  
however, a reservation for patents falling partly outside  
the Licensed Field.

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*Exhibit 749*

I felt that Titangesellschaft, which is only acting as an intermediary, should not have to carry any charges in this connection, and did not like to take the matter up with the I. G. expressly to the purpose of an alteration in the agreement of 1927 concerning their grant of licences to Titan-gesellschaft.

About two weeks ago I had a conference with the I. G. Patent Department, Leverkusen, straightening out various questions re patent matters, and found an opportunity to mention the above point.

I am glad to say that I found quite a good understanding of the question, and the Patent Department agreed that in cases where the protection of the patent covered subject matters outside the Licensed Field they were willing to charge Titangesellschaft only 50% of the costs, provided the part outside the Licensed Field represented an important part of the scope of the patent. In judging this question the real inventive idea of the case should be guiding and if only a relatively small part of the invention goes outside the scope of the Licensed Field, this should not lead to I. G. carrying 50% of the costs.

You will appreciate that this is a considerable concession from the I. G.

In making this concession, the head of the Patent Department, Dr. Redies, remarked that he assumed that matters of this kind, when they come up, will be treated in a broad spirit, to which I agreed.

I suppose this will meet the views of the National Lead Company, which you expressed in your letter of November 16th.

I will write you later when the matter is definite. It will not be dealt with as a change of the agreement but

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*Exhibit 749*

as a mode of operation agreed upon between the Departments. I do not think it will be wise to suggest that it should be carried further.

With kindest regards,

Yours very truly,

G. JEBSEN

Copy to Mr. Garesché

“ “ Andersen



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**Exhibit 750**

Dr. G. Jebsen  
c/o Titan Co., Inc.  
26, Rue de la Pépinière  
Paris—Ville—France

February 20th, 1939

Re: Exclusive Licenses to the National Lead Co. Titanium Div. under patents belonging to I. G. Farbenindustrie

Dear Dr. Jebsen:—

● Thank you very much for your letter of December 24th, 1938 and your letter of February 8th, 1939. We had just had a conference with Mr. Garesché last week, and were about to reply to your letter of the 24th of December when your letter of February 8th was received.

We had not intended that the last paragraph of our letter of November 16th, 1938 should constitute a serious or paramount reservation to the proposed arrangement regarding the I. G. Farbenindustrie's patents in our territory. It was our intention rather to call your attention to the possibility of such cases arising in the future in which cases a substantial and important part of the patent protection might lie outside the Licensed Field. I had in mind, for instance, Case T. 123, in which case the United States patent covered the preparation of pigmentary compositions by thermal combination of metallic oxide. Zinc oxide was the only metal oxide common to all combinations of the patent; titanium dioxide being an incidental and occasional constituent. Under the patent National Lead Company, under the agreements, would be entitled to an exclusive license within the Licensed Field, yet an important part, namely

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*Exhibit 750*

the manufacturing of pigment compositions containing no titanium dioxide remain entirely the property of the I. G. Farbenindustrie to dispose of. We were suggesting in our letter of November 16th that cases covering subject matters both inside and outside of the Licensed Field be considered as they arose, feeling sure that the broad basis of cooperation between the companies would in every instance lead to a satisfactory division of course. Your letter of February 8th assures us that such is the case.

We also believe that it would not be wise to try to effect any change of agreement, but rather to leave the matter on the basis of a mode of operation between the Departments.

We appreciate the understanding attitude displayed by the I. G. Farbenindustrie and beg you, if you deem it expedient, to convey the same to Dr. Redies with the assurance that National Lead Co. will always endeavor to approach these matters in a broad spirit of mutual cooperation.

With very kind regards,

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

cc. Mr. C. F. Garesche

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**Exhibit 751**

Letterhead of

**TITAN COMPANY, INC.**

SA/AK

National Lead Company

Titanium Division

111 Broadway

New York City, U. S. A.

Attention *Mr. C. F. Kaagebehn.*

Paris, March 10th, 1939.

Dear Sirs,

We enclose in English translation extracts of a memorandum from a conference between Dr. Jebsen, Mr. Andersen, Dr. Raspe and Dr. Redies (manager of the I. G. Patent Department, Leverkusen), regarding certain lines concerning the cooperation between Titangesellschaft-I. G. and Titan Company Inc. in patent matters.

You will note that certain of the arrangements which have been agreed upon as desirable and to be aimed at are also of interest to you, and we should much appreciate if you will join us in these lines regarding the handling of patent matters.

Looking forward to your comments and, in case, your approval, we are

Yours very truly,

**SIGURD ANDERSEN**

P.S.—We enclose two copies of the extracts, signed by Dr. Jebsen, and would appreciate, in case you are in agreement, if you will return one copy marked "approved" with your signature.

P. P. S.—You will note that point 4.) is in accordance with Dr. Jebsen's letter to Mr. Kaagebehn of February 8th. Copy to Mr. Garesché—Not received by 3/23 '39.

## EXTRACT OF

NOTE OF CONFERENCE IN LUDWIGSHAFEN BETWEEN DR. JEBSEN, MR. ANDERSEN, DR. RASPE AND DR. REDLIS, ON  
JANUARY 19TH, 1939

- 1.) In the case of inventions in the titanium field, the practice up to now has been that the inventor company files patent applications in all countries and prosecutes the applications before the Patent Offices. The Titanengesellschaft decides for itself in which countries of its territory applications should be filed, while—as far as the territory of Titan Co. Inc. is concerned—the Titanengesellschaft asks Paris to what extent patents are desired by Titan Co. Inc. Foreign applications desired by Paris are prosecuted by the Titanengesellschaft at Titan Company Inc.'s expense. Some exceptions from this rule have already been made. Dr. Jebesen now raises the question whether it would not be convenient that the titanium companies take over the responsibility for the prosecution of patent applications each in their territory, to a greater extent than has been the case up to now. Dr. Jebesen bases himself on the fact that the titanium company to the territory of which the country in question belongs is the one most directly interested in the fate of the patent application and will therefore also be the most concerned with the application in question. Perhaps also in certain cases a saving of costs would be obtained, as the applicant company—when not carrying the cost itself but charging it to an associated titanium company—may be

*Exhibit 751*

inclined to defend certain patent rights further than may be justified.

Dr. Jebsen suggests that in all cases in which the inventor company does not give an exclusive license but assigns the entire ownership of the patent to the firm to which the territory in question has been reserved, this latter company take over the entire responsibility for the prosecution of the application. Thus, in these cases the company to which the territory in question has been reserved would be directly in touch with the Patent Office. It is left to that company to ask the inventor company for information in individual cases.

The persons present are in agreement with Dr. Jebsen's suggestion.

- 2.) According to the agreement, the inventor company is under obligation to exchange within a certain term new patent applications filed, and later on to ascertain in which countries the associated companies wish foreign applications. In Dr. Jebsen's opinion, the letters which are exchanged between Leverkusen and Paris and vice versa in this connection, are frequently written in a schematic form. Dr. Jebsen is of the opinion that it would be in the interest of all titanium companies if all parties would endeavour to give as complete information as possible in this connection, whereby the other titanium companies would have a more substantial basis in support of their decisions than they had before. Particularly not enough attention had, in the past, been paid to the question whether the exchanged patent applications really are within the frame of the titanium agreements or are only partly

covered by these agreements. In the past, frequent cases had taken place in which exchange of licences had been agreed upon although the patent right partly does not come under the titanium agreements.

The persons present welcome this suggestion. It is agreed that all parties will develop future correspondence in accordance with this suggestion.

- 4.) In those countries in which the Titangesellschaft (on its own initiative or upon request of the Titan Co. Inc.) wishes to secure a patent right on inventions of the I. G., the Titangesellschaft has to carry as a rule 100% of the costs involved. In such cases in which the patent right does not come entirely within the licensed field but falls outside this field for a substantial part, the costs in future are to be charged 50% to the Titangesellschaft and 50% to the I. G. Whether a substantial part of the right falls outside the licensed field is to be established for each individual case. In this connection it is to be borne in mind that the real inventive idea should be guiding in judging this question and the fact that an unimportant part of the invention falls outside the licensed field should not lead to one half of the costs being charged to I. G.

Dr. Jebsen calls attention to License Agreement D V (e) in which it is stated that each party can free itself from the obligation to carry its share of the costs for maintaining or defending a patent which it controls, etc., by sending the other party the necessary documents for a formal assignment of the first party's right to the patent.

Dr. Jebsen points out that in this paragraph only the costs "to maintain" are mentioned and that the



*Exhibit 751*

costs for obtaining a patent right are not covered by the term "maintain a patent".

This results in a charge to the Titangesellschaft from which that company cannot free itself in the cases where Titan Co. Inc. takes a licence.

As will be known, the Titan Company Inc. hands these licences on to its other licencees for their respective territories, and the Titan Co. Inc. has refunded the costs to the Titangesellschaft in the cases where Titan Company Inc. was itself reimbursed, as well as with regard to the countries in which Titan Co. Inc. does not hand on the licences.

The National Lead Company has objected to these charges, but has, upon the initiative of Titan Co. Inc., declared itself willing to accept this charge in the cases in which the invention comes entirely within the licensed field, but has made reservations for the cases where the invention falls partly outside the licensed field.

It is expected that it will be possible to settle the matter in a satisfactory manner in view of the above arrangement between the Titangesellschaft and the I. G. regarding the charging of the expenses.

- 6.) It may happen that one of the associated titanium companies wishes an invention to be kept secret. As it is of no use to keep the invention secret in one territory while it is published in other countries, it must in such cases be agreed upon in due time between the associated titanium companies, whether it is generally considered convenient to keep the method secret so that either all companies renounce taking

*Exhibit 751*

out patent, or the obtaining of patents is made possible for all companies. In cases where it comes into question to keep the method secret the inventor company or other company who wishes to keep secret the method should therefore as soon as possible get in touch with all associated companies (generally through Titan Company Inc.) in order to ascertain whether the method should be kept secret. To be taken into consideration in this connection are processes where an infringement of the patent is difficult to ascertain.

The above agreement does not affect situations in which the method, on account of government regulations, has to be kept secret and accordingly a disclosure to third parties cannot be considered.

- 8.) Dr. Jebsen refers to the arrangement between the associated companies, according to which the inventor companies are not to file patent applications within the territories of the associated companies without having consulted the company which disposes of the territory in question.

It is considered desirable that the I. G. collaborates in this agreement to the extent that is possible.

G. JEJSEN

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**Exhibit 752**

Letterhead of

**TITAN COMPANY, INC.**

GJ/AK

C.F. Kaegebehn Esq.  
National Lead Company  
Patent Department  
111 Broadway  
New York City, U.S.A.

Paris, December 2nd 1938.

Dear Mr. Kaegebehn,

On June 20th we prepared a "Memorandum concerning Procedure re U. S. Patent Applications and their Prosecution to Patents for Inventions of Titangesellschaft and I.G. Farbenindustrie—Conference between Dr. G. Jebsen and Mr. C.F. Kaegebehn", which expressed your wishes as regards the handling of these patent applications to the extent I thought it possible to carry them through in a practical way considering the conditions existing in the Titan-gesellschaft and the I. G. Farbenindustrie.

Dr. Raspe personally accepted the memorandum, subject to the approval of I. G.'s Patent Department, Leverkusen.

I have now been advised in a letter of November 30th from Dr. Raspe, as per enclosed copy.

You have thus got an opportunity to try out a modus of cooperation as suggested, and I hope this practice will prove to be satisfactory.

I enclosed a copy of the memorandum in question.

With kindest regards,

Yours very truly,

G. JEBSEN

Copy to Mr. Garesché  
Mr. Rønnestad and Andersen.

Translated by:

Lüer

Patent Dept.

Dec. 13, 1938

TRANSLATION

TITANGESSELLSCHAFT m.b.H.

Leverkusen I.G. Werk

November 11th, 1938

Dr. G. Jebsen, Director

Société Industrielle du Titane

26, Rue de la Pépinière

Paris

My dear Dr. Jebsen:—

3. Memorandum.

MEMORANDUM CONCERNING/PROCEDURE  
RE U.S. PATENT APPLICATIONS AND  
THEIR PROSECUTION TO PATENTS FOR  
INVENTIONS OF TITANGESSELLSCHAFT AND  
I.G. FARBENINDUSTRIE:

In connection with the above matter, our Patent Department wishes to say that they see no objection to having the National Lead Co. work out the final text of the United States application with the assistance of Hutz & Joslin. From practical experience which Leverkusen has had in connection with cooperation of this type, Leverkusen thinks it very likely that National Lead Co. will have quite a great deal of difficulty in working out the American text as they

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*Exhibit 752*

will not immediately be in possession of the inventor's point of view.

In conclusion we wish to state that we are in agreement with the memo as it stands.

Yours very truly,

TITANGESELLSCHAFT m.b.H (signed) Raspe

(signed)(i.A?) Maus

## MEMORANDUM

CONCERNING PROCEDURE RE U.S. PATENT APPLICATIONS  
AND THEIR PROSECUTION TO PATENTS FOR INVENTIONS OF  
TITANGESELLSCHAFT AND I. G. FARBENINDUSTRIE

CONFERENCE BETWEEN DR. G. JEBSEN AND MR. C. F.  
KAEGERBEHN—June 20th, 1938.

In order to obtain the best possible patents, it is desirable that the National Lead Company's patent department is informed of technical data which constitutes the basis for the patent application soon after the German patent application has been filed, and copy thereof sent to the National Lead Company through Titan Company Inc.

In view of the different manner of handling the prosecution of patent applications in the U.S. and in Germany and the great interest National Lead Company has in obtaining the strongest possible patents, it is suggested that the development (drafting) of these applications be handled by the National Lead Company's patent department in cooperation with Messrs. Hutz and Joslin. It should be investigated whether the above way of handling the matter can be done as regards Titangesellschaft. It may be that the I.G. Farbenindustrie's patent department in Leverkusen, as regards the U.S. applications of Titangesellschaft, in this way will be left out with the possible exception of formal notification to Messrs. Hutz and Joslin through the I.G. Farbenindustrie's patent department of Titangesellschaft's desire to file a patent application in the U.S. and the authorization of Messrs. Hutz and Joslin to do so, and also the transmission by Messrs. Hutz and Joslin



*Exhibit 752*

to the I.G. Farbenindustrie's patent department of formal papers to be executed together with information as to the allowance of patent. The rest will be a matter of cooperation between the National Lead Company's patent department, the research department of National Lead with Messrs. Hutz and Joslin on the one side and Titiangesellschaft, through Dr. Jebson's office, on the other side.

As regards the patent applications covering inventions emanating from the I.G. Farbenindustrie, it will be impracticable to make general arrangements of the above kind because:

1. Such patents will generally be of interest in other than titanium matters and, therefore, of interest to the I.G. Farbenindustrie.
2. The organization of the I.G. Farbenindustrie is so wide and has so many ramifications that it will be impracticable to have exceptions made as a general rule from their own way of handling patent applications. Dr. Raspe's attention may, however, be drawn to patent applications from the I.G. Farbenindustrie which may represent a specific and a strong interest to the National Lead Company, and also to lines of development where there is a cooperation between Titiangesellschaft and other departments of the I.G. Farbenindustrie, leading to patent applications taken out by one or the other. Dr. Raspe may here be able to arrange for such treatment of these cases as regards the U.S. with a view to more cooperation with the National Lead Company in the hope of permitting National Lead Company possibly to act in an advisory capacity. (Mr. Kaegbehn mentioned that he already has this):

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Exhibit 753

December 20, 1938.

Dr. G. Jebsen  
Titan Company, Inc.  
26 rue de la Pépinière  
Paris—80—France

Dear Dr. Jebsen:—

I beg to acknowledge your letter of December 2nd, enclosing a copy of Dr. Maus' letter to you of November 30, as well as a copy of your letter to Mr. Garesché of December 2nd, notes on Leverkusen meetings of October 10-13th, and memorandum concerning procedure regarding U. S. applications of Titangesellschaft and I. G. Farbenindustrie.

This arrangement, I hope, will work out to the mutual satisfaction of all parties and contribute to obtaining stronger United States patents. You may assure our German associates that the Patent Department will give their best efforts toward the satisfactory application of the new modus of the cooperation.

I wish to thank you very much for the interest you have taken in this matter which I deeply appreciate.

With very kind regards,

Yours very truly,

CFK/rd  
cc. Garesché

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Exhibit 754

December 20, 1938

Mr. J. L. Turner—Director of Research

Mr. C. F. Kaegebehn, Manager—Patent Department

Dear Mr. Turner:—

I have received a letter from Dr. Jebsen enclosing a copy of a memorandum, setting forth the principal of cooperation regarding the United States applications of Tiangesellschaft and I. G. Farbenindustrie. This memo has been agreed to by Dr. Raspe and the I. G.'s Patent Department. I think it gives us substantially all that we have previously wanted in this connection, and I think that we should be very happy that Dr. Jebsen has obtained for us this new base for cooperation.

Yours very truly,

CFK—rd

cc. Dr. Jebsen

Mr. Garesché

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Exhibit 755

December 20, 1938

Messrs. Hutz & Joslin  
521 Fifth Avenue  
New York, New York

Attention: Mr. W. H. Hutz

Gentlemen:—

During Dr. Jebesen's visit to the United States last spring, he and I discussed at some length procedure for handling United States applications for Titangesellschaft and I. G. Farbenindustrie, under which National Lead Company has rights. I believe I mentioned these discussions to you at the time.

I have now received from Dr. Jebesen a letter which tells me that Dr. Raspe, General Manager and Director of Titangesellschaft, has accepted a principle of cooperation, contained in a memo of the discussion between Dr. Jebesen and myself. This suggested procedure, while not exactly approved by the I. G. Patent Department, meets with no objection from them.

For your information and future guidance in these matters I enclose herewith a copy of the memorandum together with a translation of the letter of transmittal, signed by Dr. Raspe and Dr. Maus.

Yours very truly,

NATIONAL LEAD COMPANY

CEK/rd  
Encs.

## Exhibit 744

Mr. C. F. Garesché—Manager  
Titanium Division  
National Lead Company  
Building

May 20th, 1938.

Case T. 123.

Re: Proposed License under U. S.  
Patent No. 2,068,294—I. G.

Dear Mr. Garesché:

In connection with the translation of I. G.'s letter to Titan Company, Inc. of April 19th, 1938 in the above-identified case, you will be interested in the background of this matter.

The original U. S. application from which U. S. Patent No. 2,068,294 issued was filed in the United States on February 3rd, 1932, by I. G. who, under their agreements should have brought this case promptly to the attention of Titan Company, Inc., who could then have informed us thereof. However, we were not aware of the existence of the U. S. application until the beginning of January 1935. The then existing Patent Committee, on the recommendation of Mr. Barton, decided to request only a non-exclusive license for the United States. Thereby we were relieved of any part of the cost of prosecution of the United States application. However, I. G. actually billed Titan Company, Inc. for expenses in connection with the application and Titan Company, Inc. has billed us in the case. (Cf. Titan Company's invoice of March 31st, 1937). It is only in connection with grant of an exclusive license that charges are justified. To the extent, therefore, that we have been charged with a share of the prosecution of the United States application, we are, in effect, an exclusive licensee



under the patent for as far as the subject-matter relates to the Licensed Field of the 1920 Agreement.

C. K. Williams Company, some time last summer, approached Messrs. Hutz and Joslin, attorneys for I. G., for terms for granting them a license under the patent. On October 31st, 1937, Dr. Jebsen wrote to Mr. Beschorman stating that I. G. had had an offer to grant licenses under the patent. I do not have a copy of that letter, but it is my recollection that it was understood by I. G. that the license contemplated for C. K. Williams was not to include the right to make pigments containing titanium dioxide.

It did not appear to Mr. Beschorman to be desirable that another U. S. company should have any rights in this patent and he instructed me to write to Dr. Jebsen asking that the license we enjoyed be acknowledged or be changed to be an exclusive one and what sum of money I. G. would expect to make our exclusive license applicable for the entire scope of the patent.

I enclose herewith a copy of my letter to Dr. Jebsen of November 17th, 1937 in answer to his of October 21st.

I. G.'s letter of April 29th indicates that they would consider \$5,000.00 to grant us an exclusive license. However, the last sentence of the German letter does not state that if we should accept this offer, we would be the sole arbiters for the grant of license to C. K. Williams or anybody else, but appears to indicate that they would expect to be a party to the consideration of conditions for grant of sub-licenses under the exclusive license we might obtain for the \$5,000.00.

Yours very truly,

CFK:lo  
enc.



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## Exhibit 745

Paris, 30. July 1938.

## M E M O .

for Mr. Rockwell.

1) *Zinnwerke Wilhelmsburg.*

Dr. Jebesen will inform Mr. Rockwell of Dr. Kühne's preliminary reply as to I. G.'s possible interest in this matter.

If I. G. are interested, Dr. Jebesen will start negotiations with the I. G. in September, with a view of developing a proposal for I. G. to take an interest in Zinnwerke Wilhelmsburg, and take over the responsibility for the management, alternatively I. G. taking over the National Lead Co.'s interests.

Included in N. L. Co.'s interests are Patino's interest—and will be, possibly Kohn-Speyer, resp. Mr. Brindley's interests.

Mr. Rockwell will leave a Memo. with Mr. Henrikssen giving the result of his conference with Patino regarding this matter.

Mr. Rockwell will, on his return to the United States, send Dr. Jebesen information as to the cash amounts which have been invested by N. L. Co. and partners from the beginning, including the dates of investment as well as the amounts, which they have got out in cash in free value. He will further inform Dr. Jebesen of the amount which stands in N. L. Co.'s books, and the interests which have been booked, with specification as to what has been paid in German Marks, and what has not been paid, resp. credited.

## Exhibit 745

2) *Dupont.*

In view of Titan Company Inc.'s obligation towards our associated companies in this matter, the licence agreements between DuPont and Titan Company Inc. shall be exclusively signed in the Paris Office by Dr. Jebsen (or his assistants), unless he specifically requests to have them signed in New York. The licence agreements will have to be drawn by Mr. Kaegebehn in cooperation with the Dupont people, and sent us to Paris for signature.

Mr. Rockwell will see Mr. Rupprecht and inform him of our European companies' attitude in these matters, and particularly mention the I. G.'s and T. G.'s questions arisen as regards the South-American markets.

3) *Kuhlmann.*

It was considered desirable that Dr. Jebsen continues negotiations with Kuhlmann regarding cooperation in France with a view of the erection of a factory. As a basis for cooperation was considered a 50/50 participation as regards cash investment and voting power, and a compensation for Sté Industrielle du Titane's position in the form of a part of the profit, after a reasonable interest or dividend has been given to the cash investment (7%):

4) *Norwegian Ilmenite.*

Mr. Rockwell is aware of the desirability of taking over ilmenite from Norway as soon as possible, and further to have pushed the investigations regarding an extensive use of the ore. This refers to the use in the

*Exhibit 745*

present qualities as well as to the development of the Rutiox pigment.

Dr. Jebsen did draw his attention to the indications resulting from certain experiences in Billingham of the Norwegian ore being particularly suitable for the production of Rutiox. Whether the Travancore or the Quillon ore are equally suitable will be of special interest in connection with the question of Dupont eventually taking up production of Rutiox. If namely the last mentioned ores are less suitable, we may get a request from Dupont for deliveries of Norwegian ore—and the possible difference in the ores may influence the price.

5) *Lead, Titanium Frits—Goodlass, Wall & Ass. Lead Industries' development.*

Mr. Rockwell had a talk with Mr. Tasker, without arriving at any definite conclusion regarding this matter.

Mr. Rockwell has seen Kaegbehn's letter of June 24th to Dr. Jebsen and will inform Dr. Jebsen as soon as possible about N. L. Co.'s standpoint.

At the request of N. L. Co., Goodlass, Wall & Ass. Lead Ind. applied for a Canadian patent and instructed their agents to have it assigned to N. L. Co. and send it to them.

The application was filed on the 5th of July 1938.

6) *Exclusive licence under the I. G. Patent U. S. P. 2,068,294, for which C. K. Williams Co. Inc. had expressed an interest and I. G. had given N. L. Co. a first call, suggesting \$5,000.- compensation. To N. L.*

*Exhibit 745*

Co.'s reply through Dr. Jebsen, that this sum was so far above what the N. L. Co. could have in mind, that they would refrain from making an offer, the I. G. has answered, that in view of the friendly relations, they were quite prepared to consider a different proposal.

Mr. Rockwell will arrange that Garesché discusses this matter with the I. G. on his forthcoming visit in September.

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Exhibit 756

Paris, December 2nd 1938.

GJ/AK

C.F. Garesché Esq.  
National Lead Company  
Titanium Division  
111 Broadway  
New York City, U.S.A.

Dear Mr. Garesché,

I write to advise you that I have now been informed by Titangesellschaft by a letter of November 30th, that the arrangement agreed upon with Dr. Kühne and Dr. Brüggemann in our meetings of October 10-13 in Leverkusen, as laid down in our note of October 14th, has passed and been accepted by the various instances in the I.G.

I have now handed the matter to Mr. Ravnestad and Mr. Andersen, to take care of the further steps of formal nature.

Enclosed please find copy of the note of October 14th.  
With kindest regards,

Yours very truly,

sign. G. JEBSEN

Copy to Mr. Kägebehn.

## Note

## ON LEVERKUSEN MEETINGS OCTOBER

10th-13th 1938.

*Dr. Weise's patent covering Reduction of Copperas and incidentally the manufacture of Iron Oxide Pigment* was discussed with Dr. Kühne, Dr. Brüggemann and Dr. Raspe, and it was agreed that I.G. would give National Lead Company, through Titangesellschaft and Titan Company Inc. without compensation, an exclusive license in the titanium field for the use of this patent, restricted however to the manufacture of sulphuric acid from copperas, and not to be used by National Lead Company for the production of an iron oxide pigment.

At a later date National Lead Company, should they desire to use this patent to produce an iron oxide pigment, may negotiate the matter with the I.G., but it was specifically agreed that this should not be understood as an option on such a license.

In other words, the patent would be treated as coming within the License Agreement between I.G., Titangesellschaft and Titan Company Inc. with a limitation as regards the production of red iron oxide.

*U. S. Patent No. 2,068,294 (Case T. 123).*—C. K. Williams has been negotiating for a license under this patent).

It was agreed that the I.G. would give National Lead Co., through Titangesellschaft and Titan Company Inc., an exclusive license with no compensation for the use of this patent, insofar as it had to do with the use of titanium, but that they would be free to license in any way they might see fit, other companies to produce other pigments not containing titanium.

Dictated by: Mr. Garesché and Dr. Jebesen

14/10 1938.



## Exhibit 757

Letterhead of  
TITAN CQ. A/S

GJ/KL

Mr. C. F. Kaegebehn,  
Patent Department  
National Lead Company,  
New York City.

September 15, 1939.

Dear Mr. Kaegebehn:

With regard to the present war situation and its affect on the international cooperation as to exchange of patents, experience, etc., I have in mind that we until further should apply the following principle, and have instructed our people to do so:

No exchange takes place communicating information from the belligerent countries on one side to the belligerent countries on the other side, but the exchange continues between the neutral countries and the belligerent countries on each side.

This is relatively easy to observe as regards patent applications and licenses, but care will have to be taken as regards exchange of technical experience.

As regards the attitude of our associated companies in the belligerent countries, I have no information as yet, and will have to give them some time, until conditions more or less adjust themselves to the new situation. I should much appreciate to have information from your side concerning the patent situation in this matter.

Hoping that Mrs. Kaegebehn and yourself are well, I am, with kindest regards,

Yours very truly,

G. JEBSEN

Copy to Mr. Rockwell  
" " Mr. Garesché

## Exhibit 758

COPY

Dr. G. Jebsen  
c/o Titan Co. A/S  
Fredrikstad, Norway

October 5th, 1939

Dear Dr. Jebsen:—

Your letter of September 15th, 1939, with regard to the present war situation and its effect on the international cooperation as to exchange of patents, was received. I trust that the following information concerning the patent situation on our side is what you seek, and will be of interest to you.

1. *Applications of Titangesellschaft and I. G. Farbenindustrie, Respectively.*

On August 29th, in the course of a conference I was having with Mr. Hutz of the firm of Messrs. Hutz and Joslin, attorneys for the I. G. Farbenindustrie, Mr. Hutz received a cable from the I. G. Farbenindustrie to the effect that they feared that communications would be interrupted for a considerable time, and asking Mr. Hutz to do whatever he could to keep the I. G. Farbenindustrie's United States cases alive. Mr. Hutz and I presumed that this request applied equally to the patent applications of both Titangesellschaft and the I. G. Farbenindustrie, relating to subject matters within the Licensed Field. We agreed between ourselves to cooperate even more closely in doing whatever we could to maintain and, if possible, to issue into patents the now pending United States patent applications of Titangesellschaft and the I. G. Farbenindustrie. Accordingly, Mr. Hutz and I will have to use our best judgment regarding the drafting of amendments in response to Patent Office actions, and to avail ourselves wherever pos-

*Exhibit 758*

sible of the research and experimental facilities of the National Lead Company. In any event, we are working very closely with Mr. Hutz, and will do whatever possible to minimize the effect of the war situation on the United States patent applications of Titangesellschaft and the I. G. Farbenindustrie, the latter insofar as we have an interest in them.

*2. Canadian Patent Situation.*

In Canada, the Dominion Parliament has already passed a "War Measures Act". This act is of very broad, general nature, and the power vested in the government to control alien property, including patents, is very sweeping. The Canadian Secretary of State has been designated as the Custodian of Alien Property. In this general act, the only specific reference to patents is a short section which provides that the Custodian may, if he sees fit, cause an allowed, but not issued, patent of an enemy alien inventor to be issued to himself as patentee. Our Canadian legal advisers inform us that this act, being directed in general to all forms of enemy property, is applicable to patents, and they anticipate, following the course of procedure in the last war, that the Canadian Parliament will issue in the near future regulations specific to patents.

The "War Measures Act" provides that there shall be no dealing with the enemy, either directly or indirectly, for example, with people whose relationships present or past with the enemy might place them in the light of being an agent of the enemy. The purpose is, of course, to prevent the flow of capital to the enemy and also information.

By virtue of the passage of this act, the title to those patents of Titangesellschaft and the I. G. Farbenindustrie

*Exhibit 758*

which have issued in Canada and under which Canadian Titanium Pigments, Ltd., through us, enjoy an exclusive license, becomes, in the opinion of our legal advisers, vested in the Custodian of Alien Property. The Custodian has the right to declare any enemy patent null and void; to grant licenses to any Canadian company who may apply for a license, regardless of whether there are any existing outstanding licenses to a Canadian company which have been obtained from the enemy; to declare any existing license agreement, by virtue of which a Canadian company has obtained a license from an enemy, null and void, and, in general, to act very drastically in any way he sees fit to dispose of enemy property.

During the past week I have been in Canada for a series of conferences with the legal people of Canadian Industries Limited and Canadian Titanium Pigments, Ltd. and our own advisers on the best course of procedure to adopt. It was agreed that some representation should be made promptly to the Custodian before he takes any irrevocable step and before any legislation is enacted specific to patents. In representing this matter to the Custodian, the endeavor will be made to show him that the logical party in Canada to hold licenses under the patents of Titangesellschaft and the I. G. Farbenindustrie, relating to subject matters within the Licensed Field, is C. T. P. It is anticipated that the Custodian may inquire into the relations of C. T. P. and National Lead Company out of which comes the exclusive license to C. T. P. If he does make such inquiry, it is to be anticipated that National Lead Company will have to represent that no part of the profits derived from C. T. P. finds its way into Germany. C. T. P. by virtue of the act itself is, of course, prohibited from having

*Exhibit 758*

and direct or indirect dealings with the enemy, and it may be expected that the Custodian will even require that C. T. P. refrain from passing any information regarding technical or patent matters to National Lead Company, regardless of any assurance National Lead Company could make that such information would not find its way to the enemy, because National Lead Company is not within the jurisdiction of the Canadian government. We are, of course, prepared to cooperate with C. T. P. as far as necessary to protect their licenses in Canada. You will appreciate that if we are successful, the effect will be to actually protect the patents of Titanengesellschaft and the I. G. Farbenindustrie in Canada.

With respect to the now pending applications of Titanengesellschaft and the I. G. Farbenindustrie in Canada, the Canadian Patent Office is withholding issue of these patents. Steps will be taken to ascertain whether it is desirable to request the Custodian where possible to issue the patents in his name and grant licenses to C. T. P.

Mr. T. W. Smith, manager of the Patent Department of C. I. L., expects in the near future to have a personal, informal conference with the Canadian Commissioner of Patents regarding the proper and most effective way to present our case. We have also had a discussion with Hutz and Joslin, United States patent attorneys for the I. G. Farbenindustrie, who are cooperating whole-heartedly with us. They have advised their Canadian attorneys, Messrs. Fetherstenbaugh and Co. of Ottawa, to cooperate with Mr. Smith. As soon as Mr. Smith has had his first conference he will communicate with me regarding the steps which should be taken, and I, in turn, will write you further.

To sum up, the Canadian situation appears to be crystallizing in the direction similar to that existing in Great



*Exhibit 758*

Britain, as described in Mr. Tasker's letter. It may be expected that if C. T. P. is able to protect its licenses in Canada, National Lead Company will have to forego its right to receive technical and patent information from Canada. This latter point is not of practical importance. As a matter of fact, the Canadians are not manufacturing or experimenting and very little information could be expected, in any event, from them. However, it indicates that as far as Canada is concerned, as in England, even the flow of information to neutrals will probably be cut off by Government regulations.

With respect to the cooperation between ourselves and C. T. P., regarding the prosecution of patent applications, we will continue as far as possible to place at their disposal our inventions and such other inventions of the associated companies, for example, British Titan Products Co., Ltd., Titan Co. A/S, etc. as may come to us. We appreciate, of course, that we will not be able to do this with respect to any invention which may possibly originate from Germany during the present hostilities.

3. *United States and Canadian Applications of British Titan Products Co.*

The war situation has in no way altered our practice with respect to the United States and Canadian applications originating with British Titan Products Co., Ltd. The former are being prosecuted by this department in the same manner as in the past and the Canadian applications are being prosecuted by Canadian Titanium Pigments, Ltd. in cooperation with us. Except for some inconvenience in getting inventors' comments and remarks, we do not expect that the war situation should materially affect this cooperation.



#### 4. Cooperation with Titan Co., Inc.

We are following exactly the same procedure as in the past, addressing all communications regarding patent matters, which were formerly sent to Paris, to Fredrikstad, Norway. We are being more careful that *all* correspondence go directly to Titan Co., Inc. at Fredrikstad, rather than to endeavor to establish direct communication with any inventor company. For instance, with respect to several matters affecting British Titan Products Co., Ltd. we could have endeavored to communicate directly with British Titan Products Co., Ltd., thus possibly saving some time, but we considered, in view of the war situation, that it was best to send our communications directly to Titan Co., Inc. As long as the present situation exists, we will refrain from endeavoring to establish any direct communication with associated companies in belligerent countries, unless advised by you to change our procedure.

#### 5. Du Pont Cooperation.

We have not altered our method of cooperating with Du Pont concerning foreign patent matters in any way as a result of the war situation. All matters affecting the Du Pont cooperation have been taken up with Titan Co., Inc. at Fredrikstad, and we will continue to do so until such time as you advise us to alter our procedure. We expect, however, that as a result of the war situation the exchange of rights between ~~Du Pont~~ and the associated companies through Titan Co., Inc. and the filing of foreign patent applications corresponding to Du Pont's United States applications may be somewhat retarded but it is yet too early for us to form an opinion as to how the war situation may affect the Du Pont cooperation.

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Exhibit 758

The foregoing represents the situation here at the present time. We shall be most interested in having any suggestions and advice you may care to give us regarding our procedure in handling patent matters as a result of the present war situation.

Mrs. Kaegebehn and I are very well indeed, but we are sick at heart at the contemplation of what may happen to those lovely places in Europe, particularly Paris, which we liked so well. We trust that you and Mrs. Jebsen, as well as your sons, are all very well.

With very kind regards,

Sincerely,

C. F. KAEGBEHN

CFK:JL

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## Exhibit 759

Letterhead of

HUTZ AND JOSLIN

Re: Tillmann et al.

October 26, 1939.

Serial No. 204,838

Lev. 1481 T. 187

Titan #20

Mr. Charles F. Kaegebehn

National Lead Company

111 Broadway

New York City

Dear Mr. Kaegebehn:

Enclosed herewith you will find your copies of the amendment which I prepared in response to the Office action of April 26, 1939 and forwarded to the Patent Office yesterday. Unfortunately I was not able to send you the amendment earlier, partly due to the fact that I just received a proposed amendment from Leverkusen and wished to embody some of their suggestions into my amendment. Leverkusen's proposals turned out to be quite similar to the course of action decided upon in our recent discussions.

I would appreciate it if you would carefully consider the amendment and let me know whether it meets with your approval. Should you have any suggestions as to additional claims or arguments, I would be glad to embody them in a supplemental amendment.

You will note that I canceled all of the claims and replaced them by new claims 24 to 33, inclusive. I intentionally restricted the number of claims so far as possible.

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Exhibit 759

Should we receive favorable action on these claims, it will be possible to insert additional specific claims if it is considered advisable, in order to more adequately protect the subject matter of the case. While I do not expect that the application will now be allowed without further ado I do hope that the Examiner will drop most of the references and objections mentioned in the last Office action.

As you know, I have spent considerable time in connection with the interview and the amendment. Ordinarily we would charge I. G. for these services. I understand, however, that under your arrangements such charges would ultimately have to be borne by National Lead Co. If I am correct in this assumption, it would seem the simplest thing to do, particularly under the prevailing circumstances, for us to charge National Lead Co. directly for these services.

Please let me know whether such procedure would be agreeable to you.

Very truly yours,

W. H. HUTZ

encls.  
cc-Lev.

## Exhibit 760

Tillmann et al.—Ser. No. 204,838—Case T. 187

October 31st, 1939

Mr. J. L. Turner—Director of Research

Mr. C. F. Kaegebehn—Patent Department

Dear Mr. Turner:

As you know, we are billed through Titan Co., Inc. for the services of Messrs. Hutz and Joslin in prosecuting United States applications filed by the I. G. Farbenindustrie and Titangesellschaft in which we have an exclusive license. These services are on the whole always very reasonable, and we have had no objection in the past to the amounts involved.

In view of the present war situation, Hutz and Joslin are finding it increasingly difficult to get returns from Germany and they have asked me whether it would be proper for them to bill us directly for their services. I have replied that such procedure would be proper with respect to one case only, namely the Tillmann Rutiox nuclei application, Case T. 187. In this case, as you know, I conferred at length with Mr. Hutz and met him in Washington for an interview with the Examiner. Mr. Hutz prepared the amendment which was filed on October 26th on the basis of our conferences and some notes received from the I. G. Farbenindustrie. Therefore, it may be expected that in this case the charge for services would be somewhat higher than ordinarily, but as yet I do not have the bill.

It would be possible to save some expense by taking over the prosecution of the I. G. Farbenindustrie and Titangesellschaft applications now on file and being prosecuted by Hutz and Joslin. However, this would require the

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*Exhibit 760*

consent of the I. G. Farbenindustrie and Titanengesellschaft. Dr. Redies himself had suggested such a procedure when I was in Leverkusen, but the war has interrupted all further action on this proposal. Furthermore, Hutz and Joslin have a better source of contact with the I. G. Farbenindustrie for obtaining information regarding amendments, and I do not see what else we could do except for the present to work closely with Hutz and Joslin and do as much work as we can ourselves in order to keep the charges as low as possible.

Yours very truly,

CFK:JL

c.c. Mr. C. F. Garesché  
Dr. W. W. Plechner



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**Exhibit 761**

October 31st, 1939

Werner H. Hutz, Esq.  
Hutz and Joslin  
521 Fifth Avenue  
New York, New York

Re: Tillmann et al. Ser. No. 204,838  
Lev. 1481—Case T. 187—Titan 20

Dear Mr. Hutz:—

Thank you for your letter of October 26th, 1939, enclosing copies of the amendment filed in the above identified case.


We have no comments to add to what has been stated in the amendment. It appears to cover what you and I discussed together and with the Examiner.

It will be quite proper for you to bill us directly in this case. As a matter of fact, this is a simpler procedure than going through the I. G. Farbenindustrie and Titangesellschaft before reaching us.

Yours very truly,

CFK:JL

c.c. Dr. W. W. Plechner



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Exhibit 762

Letterhead of  
TITAN COMPANY, INC.

GJ/HS.

C. F. Kaagebehn Esq., Fredrikstad, Norway,  
Manager, Patent Department, 9th November 1939.  
National Lead Company,  
111 Broadway,  
New York, N. Y., U. S. A.

Dear Mr. Kaagebehn:

My very best thanks for your letter of October 5th.

I much appreciate the full description you have given/as to the patent situation on your side.

Re: 1. I am glad to see the steps you have taken and hope to be able to write you nearer in a not very far future.

Re: 2. You have given a very good picture of the situation. I have no suggestions to make in the matter and look forward to hear further from you as soon as there are any new developments.

Re: 4. The course you will follow, as regards communications and patent matters is for the time being no doubt the best one and quite in line with our arrangements on this side.

As you know, the British Titan Products Co.'s patents have been dealt with by a committee consisting of Stopford, Oppegaard, Ravnestad and Andersen. Ravnestad and Andersen have been doing the work for B. T. P. —at the same time as they are doing the patent work Titan Company Inc. on this side—and have constituted so to say the Patent Department of B. T. P. Shortly after the war broke out, Stopford wrote and suggested, that this

*Exhibit 762*

should continue, and the Patent Committee to continue to be constituted as formerly—the work being done by correspondence along certain lines.

We will advise you if circumstances should necessitate a change.

*Re: 3.* I have no special comments to make with the exception that if you should find it an advantage to have the Canadian Titanium Pigments Limited corresponding direct with British Titan Products Co. regarding Inventors' Comments and Remarks—we see no objection to this and would not consider it as an interference of importance with the lines for general communication, as mentioned under point 4.

*Re: 5. DuPont Corporation.*

I agree with you that this matter will have to be subject to further experience.

With regard to France we are informed that the French Government has issued certain War Regulations re Patent Matters on October 15th 1939. We have not received them yet but shall inform you as soon as we have got them. We only know that they are not quite so sweeping as the English and Canadian Regulations.

Mr. S. J. Henriksen, who left Frederikstad on the 30th of Septbr. for France, and who has also paid a visit to England for a few days, is expected back here on Saturday the 11th inst.

Everybody is well over here, and things are developing as well as there can be expected under the present circumstances.

Hoping Mrs. Kaegebehn and yourself are well I remain, with very kind regards to both of you,

Yours very sincerely

G. JEBSEN

Mr. Garesché.

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## Exhibit 763

Dr. G. Jebsen  
c/o Titan Co. A/S  
Fredrikstad, Norway

December 27th, 1939.

Dear Dr. Jebsen:

This will acknowledge your letter of November 9th, 1939 and serve to bring you up-to-date on subsequent developments occasioned by the war situation as these may affect the international cooperation.

1. *Applications of Titangesellschaft and I. G. Farbenindustrie, Respectively.*

There is very little now to report. We have not received any patent applications filed in Germany by either the T. G. or the I. G. since the war, and believe this is probably due to a diminishing research activity, war regulations and interruption of communications, etc. With respect to one case—T. 236, German Patent Application J. 64,030, originating with the I. G. at Frankfurt—received by us before the war, we have announced our desire to have corresponding applications filed in the United States and, if possible, Canada. Canadian War Regulations, as pointed out later, permit the filing by enemy aliens under certain conditions, but we are not aware that German regulations will permit this. Our Canadian associate, C. T. P., has not been advised of this case.

2. *Canadian Patent Situation.*

Since writing you on October 5th last, we have had several conferences both here and in Montreal on this subject. In the meantime, the Canadian Government has

*Exhibit 763*

enacted and published certain war regulations dealing generally with the war situation. Copies of these are enclosed as follows:

1. Defence of Canada Regulations.
2. Regulations Respecting Trading with the Enemy.
3. The Patents, Designs, Copyright and Trade Mark (Emergency) Order, 1939.

These constitute all regulations I know of which Canada has enacted as a result of the war.

Shortly after my last letter, Mr. T. W. Smith paid his expected call upon the Canadian Commissioner of Patents and Custodian of Alien Property. He met with a very sympathetic attitude to the effect that the Canadian Government is anxious to cooperate with all legitimate parties to protect their interests in Canadian patents and applications owned by the enemy. Mr. Smith was advised to file statements setting forth C. T. P.'s interest in specified Canadian patents and patent applications of T. G. and I. G. and he was informed that these statements would be kept on file. Mr. Smith was assured that if this be done the Custodian would not be favorably inclined to granting license to any third parties who might apply. By the time this letter reaches you, such statements will have been filed. A separate statement will be presented for each patent and application and will follow closely the draft enclosed. No information regarding the relationship between National Lead Company and C. T. P., or the relationship between National Lead Company has been requested.

Messrs. Hutz and Joslin, attorneys for the I. G. have been constantly consulted and informed in these matters



and have fully cooperated, directly and through their Canadian agents.

Regarding such Canadian applications as were pending in the Patent Office awaiting response to a Patent Office Action, we agreed with Messrs. Hutz and Joslin and C. T. P. that the Canadian agents of Hutz and Joslin be instructed to prepare and file such responses as were necessary to hold the cases, that National Lead Company would accept charges for the same and that C. T. P. would, in turn, reimburse us. This procedure has been followed as responses become due.

With respect to any new patent cases which may be developed in Europe, there will, of course, be no difficulty in filing those of B. T. P. in Canada. Canadian applications may be filed by T. G. and I. G. according to the regulations, but these applications will be held by the Custodian in the same manner as applications filed before the war. Were it possible to do so, we should prefer that Canadian applications be filed in Canada by T. G. and I. G. in those cases which we elect such filing during the duration of the war, it being understood that we will pass no information concerning such cases to C. T. P. However, we can foresee difficulties arising in Germany toward carrying out such a program.

There is nothing new at present to report concerning cooperation with B. T. P., Titan Co., Inc. and Du Pont. Should anything develop, I will promptly inform you, together with any further news from Canada.

With very kind regards,

Yours very truly,

CFK:JL

Encs:3 c.c. Mr. C. F. Garesché



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Exhibit 764

September 28th, 1939

Mr. S. Andersen  
c/o Titan Co. A/S  
Fredrikstad, Nodway

Re: I. G. Farbenindustrie Patents  
U. S. Pat. Nos. 2,161,290—2,161,319

Gentlemen:—

We enclose copies of the above identified patents. Both of these patents of the I. G. Farbenindustrie appear to relate, at least in part, to titanium dioxide, in such manner as to come within the Licensed Field of the Agreements.

We presume, therefore, that we enjoy a license under these patents to the extent to which the patents relate to the Licensed Field. At this time we merely call these patents to your attention, and beg you to confirm our understanding that we enjoy licenses thereunder.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

Encs:2

c.c. Mr. C. F. Garesché

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**Exhibit 765**

Letterhead of  
**TITAN CO. INC.**

SA/HS.

Fredrikstad, 30th Novbr. 1939.

C. F. Kaegebehn Esq.,  
Manager, Patent Department,  
National Lead Company,  
111 Broadway,  
New York, N. Y., U.S.A.

Dear Mr. Kaegebehn:

**RE: I.G. FARBENINDUSTRIES' U.S. PATENTS**  
Nr. 2161290 and 2161319.

I thank you for your letter of the 28th of September enclosing copies of the above mentioned patents, and note that you consider these patents to come within the license field of the agreements—at least in part.

As the patents are owned by I.G. Farbenindustrie, it is the license field definition in the agreement between I.G. Farbenindustrie and T.G. (which is identical with the license field of the agreement between T.G. and Titan Company Inc.), which must be taken into consideration when considering this question.

As you are aware, it is expressly stated in this licensed field definition that "simple mixtures" do not come under the definition.

The above patents relate both to coating compositions having phosphoric acid as a vehicle; and in which the pigment may be Titanium Dioxide.

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*Exhibit 765*

As far as I understand the specifications, the coating compositions are prepared by mechanically mixing the constituents, and it seems to me that the product is a "simple mixture" in the sense of the agreement.

If I am correct in this, the patents do not come under the licensed field of the agreement between I.G. Farbenindustrie and T.G. (and between T.G. and Titan Company Inc.), but—to the extent they relate to the use of Titanium pigments in the coating compositions in question—come under the stipulations in this agreement relating to "finished products," i.e. the I.G. have to put on their licensees the obligation to buy titanium pigments for use in the manufacture under the patents from the associated Titanium companies—in this case from the National Lead Company.

I am awaiting your comments to the above before taking further steps in the matter.

With kind regards,

Yours sincerely

SIGURD ANDERSEN

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**Exhibit 765**

Mr. S. Andersen,  
c/o Titan Co., A/S  
Fredrikstad, Norway

December 20th, 1939

Re: I. G. Farbenindustrie's U. S.  
Patents Nos. 2,161,290 and 2,161,319

Dear Mr. Andersen:—

Thank you for your letter of November 30th, 1939.

I am inclined to agree with your interpretation of the Licensed Field of the I. G. Farbenindustrie-Titangesellschaft Agreement, and also with your conclusion that the above identified patents would come within such licensed Field. We had not consulted the Agreement before writing you our letter of September 28th and evidently considered the cooperation to relate both to the use as well as manufacture of titanium compounds.

Such a stipulation as is contained in the I. G. Farbenindustrie-Titangesellschaft Agreement, relating to "finished products", namely that in this case the I. G. would have to put upon American licensees under these two patents the obligation to buy their requirements of titanium pigments from us, would clearly be illegal. Only recently it has been decided by the Supreme Court that to do just what is contemplated in the stipulation respecting "finished products" is an unjustifiable extension of the patent monopoly. The theory upon which this interpretation of the law is based is that a patent is only good to protect the monopoly as defined in its claims. These two patents of the I. G. do not cover, per se, titanium dioxide pigments and, hence, any attempt on the part of the I. G. to require a licensee

*Exhibit 766*

to buy their pigment requirements from us, would, it appears, certainly be contra to the present legal situation in the United States.

I believe I mentioned this situation rather briefly to Dr. Jebson and others during my visit to Paris. It seems to me that as a result of this interpretation of American law, the provisions in the various agreements with respect to "finished products" would become inoperative, at least with the United States, and that as a result there possibly should be some reconsideration of this aspect of the agreements.

With respect to the present question, namely these two German patents, I would suggest that the I. G. be informed that we have noted them and, in view of the legal situation in America, in the event they considered granting a license under them in the United States, we should like to be informed and possibly to consider with the attorneys of the I. G. the question of how to protect our interests; as contemplated by the "finished products" provision of the agreement.

Should you wish me to discuss more fully the decisions which have brought about the present legal situation in the United States, I shall be glad to do so.

With kind regards,

Yours very truly,

C. F. KAEGEBEHN

CFK:JL

c.c. Mr. C. F. Garesché

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## Exhibit 767

## TRANSLATION

Fredrikstad, March 5th, 1940

SA/EE

Titangesellschaft m.B.H.

z/H: I. G. Patent Department

Leverkusen—I. G. Works

As a result of a conference had with Dr. Jebsen we take the liberty of making the following suggestion: Due to the difficulty of communicating with the United States and the resulting delays and possible future disturbances, we ask you to handle the below enumerated patent matters by direct correspondence with Titan Company, Inc., attention Mr. C. F. Kaegebehni, 111 Broadway, New York.

As far as we are able to determine at the present time, the following matters could be handled directly between you and Titan Co., Inc., in New York. We would like to remark that the suggested change will cover matters which have already been under active consideration:

A. *Information from Titangesellschaft to Titan Co., Inc., New York:*

- 1) Sending new applications of T. G. and I. G. inventions to be filed in the name of National Lead Company. (We ask you to keep us informed of these applications, as previously done, by writing us at Fredrikstad and by sending copy of the application in question.)
- 2) Giving National Lead Company agreed upon information and possibly also additional information with regard to the above mentioned new applications.



- 3.) Giving information regarding the wishes of Titangesellschaft and Titan Kogyo K. K. regarding Licenses, and new applications in connection with patent matters which originate with National Lead Company (and The American Zirconium Corp.), as well as questions and other information destined for National Lead Co. in the matters in question.
- 4.) Information concerning licenses which may be desired by Titangesellschaft and Titan Kogyo K. K. in Du Pont applications, as well as questions and other information concerning such matters to the extent that they have to be forwarded to National Lead Company.
- 5.) Giving National Lead Co. specific information regarding possible other T. G. and I. G. patents and patent applications as those mentioned under A. 1) and A. 2).

*B. Information from Titan Co., Inc., New York to Titangesellschaft.*

- 1.) Sending new applications of National Lead Inventions (and The American Zirconium Corp.) destined for Titangesellschaft.
- 2.) Sending copies of Du Pont applications destined for Titangesellschaft and Titan Kogyo.

Regardless of the fact that the above provide for the sending of new applications to Titangesellschaft, National Lead Co. must in the usual manner inform us of these inventions and send directly to us copies of the same, by addressing

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Exhibit 767

them to Fredrikstad. (Applications mentioned under B.1) and B.2) above.)

- 3.) Information meant for Titanengesellschaft and other information regarding applications mentioned under B. 1) and B. 2).
- 4.) Information concerning wishes of the National Lead Co. regarding licenses and new applications in patent matters, which originate from T. G. or I. G., as well as questions meant for T. G. and other information in such matters.

It might be possible for you to ask Mr. Kaegbehn to send in duplicate letters of Titan Co., Inc., addressed to you.

We hope that our suggestion will meet with your approval, and that you will carry on in the best manner possible the mailing of correspondence between you and Titan Co., Inc. in New York, and are looking forward to your reply.

Yours very truly,

(signed) SIGURD ANDERSEN

copy to Mr. Raspe.

Translated by:

J. Lüer

April 26th, 1940

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Exhibit 768

Letterhead of  
TITAN COMPANY, INC.

Fredrikstad, March 5th, 1940.

SA/LRA

C. F. Kaegebehn Esq.,  
C/o National Lead Company,  
Patent Department,  
New York.

Dear Mr. Kaegebehn,

Re: *Patents No. 2.161.290 and 2.161.319.*

I thank you for your letter of the 20th of December, 1939, to which Dr. Jebsen has already replied in his letter of the 24th of January, 1940, to the question you raise in connection with the "Finished Product" Clause of the agreements.

In accordance with your wishes we have notified the patentees that you wish to be informed in the event of their considering to grant licenses under these U.S. patents, so that you may in case consider the question of how to protect the National Lead Company's interests according to the agreements.

With kind regards,

Yours sincerely,

SIGURD ANDERSEN

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## Exhibit 769

## TRANSLATION

I. G. FARBENINDUSTRIE A. G.

Leverkusen—I. G. Werk

Titan Company, Inc.

March 29, 1940

Attention: Mr. C. F. Kaegebehn

111 Broadway

New York, U. S. A.

Re: U. S. Patents Nos. 2,161,290 (156094 Lu)  
and 2,161,319 (76769 Lu)

Gentlemen:—

"Titan Company Inc., Fredrikstad, wrote us on March 5, 1940, calling our attention to the above identified U. S. patents, which patents, in their opinion, are subject to our agreements, inasmuch as they relate to the use of titanium pigments.

We are in agreement with the view of Titan Co. Fredrikstad, that our U. S. patent No. 2,161,290, dated June 6, 1939, and No. 2,161,319, dated June 6, 1939, and the corresponding patents in other countries are subject to the Titan Agreements (Article III, Paragraph 3 of agreement D. and paragraph 9 of agreement C), inasmuch as they relate to employment of titanium compounds.

We own corresponding patents:

(a) in the following countries of Titangesellschaft

Germany—No. 641,725, dated March 13, 1934

Sudeten, Bohemia-Moravia—No. 60,299 dated July 15, 1937 and 65,013, dated Jan. 15, 1939

Japan—No. 126,224, dated May 16, 1938, and No. 131,301 dated April 15, 1939

(b) In the following countries of Titan Co.

Belgium — No. 415,206, dated April 25, 1936 and  
No. 422,809, dated July 23, 1937

England — No. 465,045, dated April 29, 1935 and  
No. 481,969, dated Sept. 28, 1936

France — No. 805,474, dated April 25, 1936 and  
No. 824,517, dated July 19, 1937

Holland — No. 42,815, dated Feb. 16, 1938 and  
No. 46,728, dated Aug. 16, 1939

Italy — No. 341,152, dated April 14, 1936 and  
No. 353,663, dated July 21, 1937

Canada — No. 379,106, dated Jan. 24, 1939 and  
No. 379,108, dated Jan. 24, 1939

No licenses have as yet been issued under these patents. According to information which we have received from our factory in Ludwigshafen, which is the inventor of these patents, the question of distributing licenses in these patents is, at this time, not yet ripe for discussion. Of course, we shall safeguard your rights should we distribute licenses. All our patents will, for the present time, be maintained.

Respectfully yours,

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Translated by:

R. Dannenbaum

Patent Department

National Lead Company

May 13, 1940

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Exhibit 770

TRANSLATION

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Leverkusen, I. G. Works

March 19th, 1940

Patent Department

Refer in your reply to:

Fi/Gr 7541.

Titan Company, Inc.

111 Broadway

New York, N. Y.

*Att.: Mr. C. F. Kaegebehn*

*Re: Correspondence between T. G.  
and Titan Co., Inc.*

Gentlemen:

We are enclosing herewith copy of a letter received from Fredrikstad, addressed to Titangesellschaft. We hereby declare ourselves to be in agreement with the suggestions contained in that letter and shall accordingly carry on correspondence with you directly in the matters enumerated in the letter from Fredrikstad concerning titanium matters. We ask you to please send your letters dealing with these matters in duplicate.

Yours very truly,

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

7541

Enclosure

Translated by:

J. Lüer

April 26th, 1940



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Exhibit 770

## TRANSLATION

SA/EE

Fredrikstad, March 5th, 1940.

Titangesellschaft m.b.H.

z/H: I. G. Patent Department

Leverkusen—I. G. Works

As a result of a conference had with Dr. Jebsen we take the liberty of making the following suggestion: Due to the difficulty of communicating with the United States and the resulting delays and possible future disturbances, we ask you to handle the below enumerated patent matters by direct correspondence with Titan Company, Inc., attention Mr. C. F. Kaegbehn, 111 Broadway, New York.

As far as we are able to determine at the present time, the following matters could be handled directly between you and Titan Co., Inc. in New York. We would like to remark that the suggested change will cover matters which have already been under active consideration!

A. Information from Titangesellschaft to Titan Co., Inc., New York:

- 1) Sending new applications of T. G. and I. G. inventions to be filed in the name of National Lead Company. (We ask you to keep us informed of these applications, as previously done, by writing us at Fredrikstad and by sending copy of the application in question.)
- 2) Giving National Lead Company agreed upon information and possibly also additional information with regard to the above mentioned new applications.

*Exhibit 770*

- 3) Giving information regarding the wishes of Titangesellschaft and Titan Kogyo K. K. regarding Licenses and new applications in connection with patent matters which originate with National Lead Company (and The American Zirconium Corp.), as well as questions and other information destined for National Lead Co. in the matters in question.
- 4) Information concerning licenses which may be desired by Titangesellschaft and Titan Kogyo K. K. in Du Pont applications, as well as questions and other information concerning such matters to the extent that they have to be forwarded to National Lead Co.
- 5) Giving National Lead Co. specific information regarding possible other T. G. and I. G. patents and patent applications as those mentioned under A. 1) and A. 2).

B. *Information from Titan Co., Inc., New York to Titangesellschaft.*

- 1) Sending new applications of National Lead Inventions (and The American Zirconium Corp.) destined for Titangesellschaft.
- 2) Sending copies of Du Pont applications destined for Titangesellschaft and Titan Kogyo.

Regardless of the fact that the above provide for the sending of new applications to Titangesellschaft, National Lead Co. must in the usual manner inform us of these inventions and send

*Exhibit 770*

directly to us copies of the same, by addressing them to Fredrikstad. (Applications mentioned under B. 1) and B. 2) above.)

- 3) Information meant for Titangesellschaft and other information regarding applications mentioned under B. 1) and B. 2).
- 4) Information concerning wishes of the National Lead Co. regarding licenses and new applications in patent matters, which originate from T. G. or I. G.; as well as questions meant for T. G. and other information in such matters.

It might be possible for you to ask Mr. Kaegebehn to send in duplicate letters of Titan Co., Inc. addressed to you.

We hope that our suggestion will meet with your approval, and that you will carry on in the best manner possible the mailing of correspondence between you and Titan Co., Inc. in New York, and are looking forward to your reply.

Yours very truly,

(signed) SIGURD ANDERSEN

copy to Dr. Raspe.

Translated by:

J. Luer

April 26th, 1940

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**Exhibit 771**

**TRANSLATION**

May 7th, 1940

I. G. Farbenindustrie Aktiengesellschaft  
Leverkusen-I. G. Werk  
Leverkusen bei Köln  
Germany

Your Reference: Fi/Gr 7541.  
Re: Correspondence between T. G.  
and Titan Co., Inc.

Gentlemen:—

We acknowledge with thanks receipt of your letter of March 19th, and also copy of a letter of Titan Co., Inc. dated March 5, 1940, signed by Mr. Andersen and addressed to Titangesellschaft.

On our part we also agree with the suggestions contained in the letter of Titan Co., Inc. In the future we shall communicate directly with you regarding the matters enumerated in that letter, sending you duplicate copies of correspondence.

We ask you, at this time, to inform us how many copies of applications filed by us, the American Zirconium Corp. and Du Pont in the United States you will require for yourself and Titan Kogyo.

Yours very truly,

TITAN COMPANY, INC.  
C. F. KAEGERBEHN

CFK:JL

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Exhibit 772

I. G. FARBENINDUSTRIE AKTIENGESellschaft

Leverkusen-I. G. Werk, May 24, 1940

Titan Company, Inc.  
c/o Mr. Ch. F. Kaegebehn  
111 Broadway  
New York

Re: Correspondence between Titangesellschaft  
and Titan Company, Inc.

Gentlemen:—

With reference to your letter of May 7, 1940, we wish  
to inform you that we and Titan Kogyo together need 6  
copies of new patent applications.

I. G. Farbenindustrie Aktiengesellschaft

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**Exhibit 773**

May 8th, 1940

Werner H. Hutz, Esq.  
Messrs. Hutz and Joslin  
521 Fifth Ave.  
New York, New York

Re: Correspondence between T. G.  
and Titan Co., Inc.

Dear Mr. Hutz:—

A propos. of our recent telephone conversation, I enclose the following: Translation of a letter addressed to Titangesellschaft by Titan Co., Inc., signed by Mr. Andersen and copy of the letter addressed to Titan Co., Inc., my attention, by the I. G. Farbenindustrie, dated March 19th, 1940. This letter is signed by Dr. Redies and another whose signature is illegible. I am also enclosing copy of my reply.

You will note that there will be established between ourselves and the I. G. Farbenindustrie, on behalf of the Titangesellschaft, a direct correspondence relative to the matters enumerated in Titan Co., Inc.'s letter to Titangesellschaft.

Yours very truly,

CFK:JL  
Encs.



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Exhibit 774

May 24th, 1940

AIR-MAIL

Mr. Andreas Ravnstad  
c/o Titan Co. A/S  
Fredrikstad, Norway

Dear Mr. Ravnstad:—

We acknowledge receipt of your cable, dated May 22nd, reading as follows:

"PATENT CASE T 202 WILL REVERT TO QUESTION OF DISTRIBUTION UPON RECEIPT OF COPIES OF APPLICATION EXCEPT AIRMAIL TRANSMITTED MORE FREELY THAN ORDINARY LETTERS"  
(Letter No. 20c)

Under separate cover we have sent today five copies of Divisional Application in Case T. 202, as requested in your previous cable of May 21st.

We are somewhat confused regarding the present situation with respect to handling correspondence. A short time ago we received from the I. G. Farbenindustrie copy of Mr. Andersen's letter to them, dated March 5th, in which a procedure for handling correspondence had been agreed to. In that procedure it was suggested that the I. G. would send directly to us in New York copies of newly filed applications and that we should, in turn, send copies of our applications directly to them. The I. G.'s letter included the statement that they were in agreement with this suggestion and we replied to the effect that we were also in agreement. Your cable of May 21st, however, indicated to us that you wished us to send copies of patent applications to you and

## Exhibit 774

we wondered whether you were familiar with Mr. Andersen's letter of March 5th. Accordingly we cabled you to that effect on May 21st.

While we have had no specific suggestions with respect to British Titan Products Co., Ltd. it has been indicated that we should also carry on direct correspondence with them as a result of conversations between Mr. Stopford and Dr. Jebsen.

Today we received a cable from Mr. Andersen from Stockholm which says that he will consult Dr. Jebsen regarding arrangements for correspondence. This further suggests that the situation is somewhat unsettled. We can well understand that this is so in view of recent developments.

We will endeavor to follow any suggestions received from you regarding the handling of correspondence. We especially wish to have you consider the situation with respect to Titanengesellschaft inasmuch as they have, on their part, already written us directly in several matters. Our correspondence with the I. G. Farbenindustrie has been confined to replying to their letters but we have not yet initiated any direct correspondence with them.

Since March a considerable number of letters, which would ordinarily have been sent to Fredrikstad, have accumulated. We have held these pending instructions as to where they should be sent. Will you please consider this question and advise us.

Yours very truly,

CFK:JL

c. c. Dr. Jebsen—Paris

Mr. C. F. Garesché

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Exhibit 775

Letterhead of

TITAN COMPANY, INC.

GJ/AK. \_\_\_\_\_ Paris, May 29th 1940.

Charles F. Kaegebehn Esq.  
National Lead Company  
Patent Department  
111 Broadway  
New York City, U.S.A.

Dear Mr. Kaegebehn,

I confirm my cable of yesterday, as follows:

"REQUESTED ANDERSEN CABLE YOU COUN-  
TRIES HE CONSIDERS BEST YOU TAKE OVER  
"PATENTWORK AND CONTACT AGENTS  
"DIRECTLY STOP FURTHER COUNTRIES  
"WHERE PATENT EXPENSES MUST BE PAID  
"DIRECTLY FROM NEW YORK STOP EXPENSES  
"PAID BY ASSOCIATED COMPANIES FOR  
"TITAN INC MUST BE REIMBURSED BY  
"NEW YORK."

I cabled also Mr. Andersen as per enclosed copy.

My contact with Mr. Andersen is still only by cable and I am rather ignorant as to what extent he is able to do his patent work. I think therefore it is best that he cables you directly regarding the work he wishes you to take over. With regard to expenses, he cabled me as follows:

"SUGGEST UPON CONFERENCE ANKER TO  
"REDUCE TITANCOS PAYMENTS THAT

"TITANINCS PATENT EXPENSES SWEDEN  
 "FINLAND ITALY BRITISH EMPIRE FRANCE  
 "AND COLONIES JAPAN NORTH AMERICA BE  
 "PAID FROM NEWYORK OR PARIS  
 "WHICHEVER CONVENIENT STOP DESIRABLE  
 "INCLUDE ALSO HOLLAND BELGIUM BUT  
 "YET UNCERTAIN WHETHER POSSIBLE STOP  
 "ASSOCIATED COMPANIES PAY BILLS ABOVE  
 "COUNTRIES BELONGING THEIR  
 "TERRITORIES AND TITANINCS SHARE  
 "REMITTED. THEM STOP KINDLY CABLE  
 "WHETHER YOU APPROVE AND IN CASE  
 "WHETHER NEWYORK OR PARIS SHOULD  
 "REMIT."

You will realise that this is due to New York's and my rejection of sending money to Titan Co A/S.

The request is only reasonable. I presume it will be difficult to provide the money from Scandinavia and Titanic being an American company will have to provide it from New York. We could not provide that money from Paris with reimbursement from New York, without considerable formalities complicating matters.

As regards the associated companies making payments, you will note that Sté Industrielle du Titane can deal with the French and Belgian expenses. Our agents for these two countries are

Messrs. Emmanuel Bert & G. de Keravenant  
 115, Boulevard Haussmann  
 Paris

and in case of évacuation their address will be

Questembert près Vannes  
 Morbihan.

*Exhibit 775*

This firm will attend to the payments for these two countries and be reimbursed by Sté Industrielle du Titane, with which Company Titan Company Inc. has a small credit balance sufficient for these purposes.

The British Titan Products Co. will take care of the patents for the British Empire and send us a bill for Titan Co. Inc.'s part of the expenses.

Messrs. Bert & de Keravenant can of course not receive any instructions from Mr. Andersen except by cable and consequently the technical side of the patentwork cannot be attended to towards them in view of the difficulty of corresponding with Sweden by letters.

They have been instructed by Mr. Andersen and myself to apply for a patent on case T-232 where the inventor company is B.T.P., which will send them all the technical information and take care of that development. The patent application is supplementing the Antimony addition cases.

If you have any new patent application in U.S.A., which you think should be applied for in France and/or Belgium, I suggest you send a request in Titaninc's name to Messrs. Bert & de Keravenant together with the necessary papers and information.

You will realise that under the present circumstances it is better that you communicate direct with Andersen, concerning the division of the work and other information, and what I am saying above is subject to any request and information from Andersen.

With regard to the question of decisions concerning new patent applications, the following may serve you as a guidance:

We generally follow the wishes of associated manufacturing companies, as regards securing patent rights within their territories.

## Exhibit 775

In France we apply, sometimes for patents simply for the sake of publication, that is where we do not think a patent protection of sufficient strength and interest is obtainable but at the same time we will not run the risk of having competitors apply for these patents. We further apply for patents in France where they are or may develop to be of importance of the first order.

The same applies to Belgium, Holland, Norway and Sweden and we are here particularly interested in patents regarding which infringements can be proven without entering into the factories. In other words, where the infringement can be characterised by the product, as for instance the patent containing antimony.

With regard to Belgium and Holland we have always in mind the possibility of competition turning up from Noury v.d.Lande or Pisart. Lately I think this may also be taken into account as regards Sweden and Norway, although there are no direct signs of this as yet in these two countries.

Application patents are of interest if they are of primary importance, in order to prevent somebody else to monopolise a market. We are, however, not interested in minor application patents in the way you are, with a view of giving your salesmen a talking or selling point.

You will realise that we are trying to keep expenses down without hurting vital interests.

In this connection, I hope that you will be able to do the work direct with our patent agents in the same way as Ravnstad has been doing.

Previously, as you may know, the expenses for patents applied for by the Titanium Pigment Co. in our countries, were extremely high because the Titanium Pigment Co.



*Exhibit 775*

used a special firm in New York, dealing with the European business, which to us seemed unnecessary.

I enclose copy of a letter of even date to Messrs. Bert et de Keravenant, concerning possible relations with you.

I have sent you yesterday copy of my letter of May 29th to Mr. Rockwell, giving certain addresses, for your information. (Part of paragraph stricken out in copy.)

What is going to happen with regard to the patent situation in Holland, I am unable to tell you. As to Belgium, I understand from Messrs. Bert et de Keravenant that they expect the Belgian Government to establish an administration outside of Belgium.

Generally speaking, as regards the countries at war, I think that, as far as losses of priority rights are concerned, due to difficulties re correspondence or otherwise, these priority rights will be recovered after the war.

With kindest regards,

Yours very truly,

G. JEBSEN

PS. Untill New York receive cable information that I have left for Hossegar, I suggest you send letters which are intended for me to Paris with a copy to the address in Hossegar.

*Copy to Mr. Garésché.*

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**Exhibit 776**

Letterhead of  
**TITAN COMPANY, INC.**

Fredrikstad, Norway,  
October 12th, 1940.

HBE/HH No. 113

National Lead Company,  
Patent Department,  
111 Broadway,  
New York City.

*Attention: Mr. Kaegebehn.*

Dear Sirs:—

*Patent Annuity T-170.*

We have received copies of your correspondence with Messrs. Carpmeels & Ransford (dated March 28th and April 18th, 1940), from which we note that the current annuity on patent No. 194.162 has been paid, and that the Official Receipt has been sent to you.

This patent stands in the name of the I.G. Farbenindustrie, and the maintenance of the patent was taken over by us at the beginning of this year.

The amount required in connection with the payment of the current fee, has already been remitted to the Patent Agents in the month of March 1940 by our Bookkeeping Department, and the matter is in so far quite clear.

I would suggest that you keep the Official Annuity Receipt in your files until further.

Yours very truly,

## Exhibit 777

Stockholm, the 14th October 1940

*Temporary Arrangement of Patent Work Europe*

(during Mr. Andersen's stay in Stockholm)

We have agreed as follows:

*Fredrikstad takes care of:*

1. *Renewals of Patent and Trade Marks* excepted in the British Empire and France
2. *Other Routine Matters* such as Patent specification files (Card Index)
3. *Matters re Patent Expenses* (Sharing of Expenses. Information to Bookkeeping Department, excepted for British Empire, France (America Spain & Portugal taken care of by Mr. Kaegelbhn)).
4. *Prosecution of Pending Patent Applications*, however with the arrangement that Mr. Andersen, upon notification from Fredrikstad for each particular case, takes over cases Mr. Ravnstad finds it desirable that he takes over.

*Mr. Andersen takes care of:*

1. *Intercompany Patent Matters*, and patent matters relating to cross license agreements Inc. D.—including correspondence with Dr. Jebsen regarding such matters.—
2. *BTP Patent Matters* to the possible extent.

*Exhibit 777*3. Particular Office Actions re *Prosecution of Patent Applications* to the extent mentioned under (4) above.*Cooperation:*1. *Proceedings in Patent Matters* "Patent Protokoll".

## Proposals for decision:

In new Patent Cases (T-Cases) as to in which countries patent applications should be filed.

In which countries licenses should be asked for in DK-Cases as to which patents should be abandoned or which licenses should be relinquished.

Re action against competitor's patents and patent applications (opposition).

Re trade mark matters and *other matters* calling for decision.

Mr. Andersen will prepare drafts for the memoranda which will be discussed in correspondence with Mr. Ravnstad and signed by both when agreed upon, signed copy of each memorandum will be sent Dr. Jebsen.

2. *Preparation and Filing of Patent Applications.*

Mr. Andersen will prepare drafts for the applications and send them to Mr. Ravnstad for consideration where necessary and the final form of the application will be agreed upon by correspondence.

In this connection is to be noted that the particular cases will already have been discussed between

*Exhibit 777*

Mr. Ravnstad and Mr. Andersen before the preparation of the draft—in connection with the proposal for decision ("Patent Protokoll") mentioned in the foregoing paragraph.

3. *List of Patents T-Cases and Report Patent Situation.*  
Preparation and checking in hand.
- 

The question as to whom should take care of our and SIT's patent matters in France will be taken up when the situation as to France becomes clearer.

Stockholm, the 14th October 1940

Exhibit 778

TELEGRAM.

NLT

15/10.40 18

Jebsen Leadco Newyork

Patent work with exception of licence agreement and other intercompany matters Dupont and BeTePe matters can be handled from Titanco stop Andersen suggests he stays Stockholm till further on account above situation and presumes further by not returning to be freer in future for Titaninc and intercompany work stop Uncertain whether his expenses Stockholm can be paid this side but will endeavour obtain arrangement stop Andersens personal attitude strongly against returning stop Ravnstad Andersen agreed lines temporary arrangement patent work which will be submitted you by letter stop Andersen estimates arrangement will not involve substantial increase expenses Stockholm Ravnstad same his office stop Understand telephone you consider Andersen staying desirable please confirm

Anker



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**Exhibit 779**

COPY

November 18th, 1940

*Letter No. 29K*

Mr. H. E. Eckhoff  
c/o Titan Co. A/S  
Fredrikstad, Norway

*In Reply to your Letter No. 102*

Re: German Pat. Application U. 13.875  
Interchemical Corporation, N. Y.

Dear Mr. Eckhoff:—

Your letter informing us that Titangesellschaft had successfully opposed the German application of Interchemical Corporation, U 13.875, was of considerable interest.

Apparently there is a companion application of the same company, U 13.876, which T. G. also contemplated opposing. We received a letter from Leverkusen, asking us to cable any prior references known to us. We replied by cable, reading as follows:

“RE INQUIRY INTERCHEMICAL CORPORATION GERMAN APPLICATION NO PRIOR REFERENCES KNOWN STOP CORRESPONDING USA APPLICATION NOT ISSUED STOP BELIEVE IT REJECTED ON GROUND THAT ACTIVATED CARBON WELL KNOWN PURIFYING CLARIFYING AGENT FOR SOLUTIONS GENERALLY”

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

c.c. Mr. C. F. Garesché

## Exhibit 780

COPY

January 2nd, 1941

Mr. Sigurd Andersen  
Stora Nygatan 31  
Stockholm, Sweden

*Re: Case T. 241—Ser. No. 298,400*

Dear Mr. Andersen:—

Your letter of November 29th, 1940 was duly received and we will endeavor herewith to give you our comments.

The subject matter of Case T. 241 is, we understand, quite practical and is from time to time being used in our various plants. The application which we filed as Case T. 241 followed some nine months after the filing of the United States application in Case T. 235 by the American Zirconium Corporation. The purpose in our filing the application on our own behalf, aside from the desire to protect the subject matter, was to provoke an interference in the United States Patent Office between the United States application of ourselves and the American Zirconium Corporation, so that the question of first inventorship could be settled. Since we enjoy friendly relations with the American Zirconium Corporation, such procedure is regarded as quite ethical and justifiable. The American Zirconium Corporation were previously advised of our contemplated filing and since that time we have cooperated fully with the attorney for that corporation toward the settlement of the interference, which has just been declared by the Patent Office.

From the point of view of Titan Company, Inc. and its associates, it does not appear to us that it makes any difference at all in what manner the subject matter is pro-

*Exhibit 780*

tected, that is to say, the patents which have been applied for in Case T. 235 are perfectly adequate, in our opinion, to protect the situation within the territory of Titan Co., Inc. and its associates. Therefore, as far as we see it, there would be no reason to file corresponding applications in T. 241 unless, per chance, the validity of the foreign patents and applications would be affected in the event the outcome of the interference in the United States showed that Dr. Nelsen—our inventor,—really completed the invention before Dr. Allan—inventor for American Zirconium.

We trust these remarks will be of interest to you and have, as you suggest, sent a copy of this letter to Mr. Ravnestad.

Yours very truly,

NATIONAL LEAD COMPANY

C. F. Kaegebehn

CFK:JL

c.c. Mr. Andreas Ravnestad  
Mr. C. F. Garesché

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Exhibit 781

Letterhead of

TITAN CO. A/S

*Copy by Air Mail.*

Fredrikstad May 23rd, 1941.

HBE/HH.. Nr. 220

National Lead Company,  
Patent Department,  
111 Broadway,  
New York City.

*Attention: Mr. Kaegebehn.*

Dear Sirs:—

*German Patent Application U 13.876—Interchemical Corporation.*

We thank you for your letter of November 18th, 1940 (29K) informing us of the correspondence between you and Titangesellschaft regarding the German application No. U 13.876, Interchemical Corporation.

In September 1940 the I.G. Patent Department asked us to supply them with information as to prior literature on which an opposition against the above German application could be based.

We made a search, but were not able to find any prior literature in which the treatment of titanium solutions with activated carbon or cotton fibres is disclosed. We were, however, of the opinion that an opposition might be based upon the fact, that it is generally known to use the claimed substances as clarifying agents and informed I.G. accordingly.

*Exhibit 781*

A few days ago we were informed that Titangesellschaft has filed an opposition, and we enclose a copy of the opposition argument which we think might interest you.

We presume that you have already received from Tg a Copy of the German application U 13.876.

We shall be glad to keep you informed of the progress of this matter.

Yours very truly,

H. ECKHOFF

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## Exhibit 782

COPY

Titangesellschaft m.b.H.  
I. G. Patentabteilung  
I. G. Leverkusen Werk  
Leverkusen bei Köln a/Rhein  
Germany

May 21st, 1941

*Your Reference: Gr. 2789 P. A.*

*Re: Case T. 231-B—Le. No. 2789 P. A.*

*U. S. Ser. No. 336.086*

Gentlemen:

Pursuant to the request contained in your letter of February 20th, we beg to enclose herewith one certified copy of the United States application; one copy of the Prioritätsübertragungserklärung, executed by the inventors and legalized by the German Consul, as well as one copy of the Erfindernennung, also duly executed, in order to enable you to file a corresponding German application in the above identified case.

A duplicate copy of both German documents, duly legalized and executed, are being sent you with the Second Mail copy of this letter.

Yours very truly,

TITAN COMPANY, INC.

C. F. KAEGERBEHN

CFK:IL

Encs. 3

c.c. Titan Co., Inc.

Fredrikstad

Mr. C. F. Garesché

Mr. S. Andersen



2764

Exhibit 783

Copy

June 4th, 1941

I. G. Farbenindustrie  
Patentabteilung  
I. G. Leverkusen Werk  
Leverkusen bei Köln a/Rhein  
Germany

*Re. Cases T. 254, T. 255, and T. 256  
Le. Nos. 2930, 2753, 2754, Respectively  
Filing Corres. U. S. Applications*

Gentlemen:—

Your letter of March 25th, 1941, enclosing copy of German application No. 754,041 IV/41, Case T. 254, and your letter of March 27th, 1941, enclosing German applications in cases T. 255 and T. 256, were received. On May 27th, we cabled you as follows:

"DESIRE FILING UNITED STATES APPLICATION CASES T.255 AND T.256 PROMPTLY AND ALSO CORRESPONDING CANADIAN APPLICATIONS IF POSSIBLE".

On June 3rd, we cabled you as follows:

"DESIRE FILING UNITED STATES APPLICATION CASE T.254 AND CORRESPONDING CANADIAN APPLICATION IF POSSIBLE STOP SUGGEST AVOID EXPENSE AGENTS FEES UNITED STATES APPLICATION THIS CASE AND T.255 AND T.256 BY FILING THROUGH KAEGBEHN REGISTER NUMBER 1461 AS ATTORNEY"

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Exhibit 783

Inasmuch as we note from your letter of March 29th, 1941 to Titan Co., Inc.—Fredrikstad that your American Attorneys charge a filing fee of \$75.00 per application, and since we are to assume all expenses connected with the prosecution of the United States applications in these cases, we made the suggestion, as stated in our cable of June 3rd, that the United States applications be filed through Mr. Kaegebehn as prosecuting attorney. In this way it will be possible to avoid the agent's filing fees as well as any fees which might arise in connection with the prosecution of the United States applications.

Yours very truly,

TITAN COMPANY, INC.,  
C. F. KAEGBEHN

CFK:JL

P. S.:—For purposes of granting a Power of Attorney, Mr. Kaegebehn's Patent Office Registration Number is 14,461.

c.c. Titan Co., Inc.  
Fredrikstad  
Dr. G. Jebsen  
Mr. S. Andersen  
Mr. C. F. Garesché

2766

Exhibit 784

Letterhead of

TITAN COMPANY, INC.

Sigurd Andersen  
Stora Nygatan 31  
Stockholm.

Stockholm, the 4th June 1941

By air-mail.

C. F. Kaegebehn Esq.,  
National Lead Company,  
Patent Department,  
111 Broadway,  
NEW YORK U.S.A.

Dear Mr. Kaegebehn,

*Notification to Associated Companies Re. T-Cases*

Certain T-Cases are not, as you are aware, circulated in the normal manner during the present situation. This leaves open T-numbers in the records of those companies, which do not receive copies of all new applications. In order to avoid possible confusion or misunderstanding for this reason, I think it would be well if such companies could be informed in each case that the numbers in question have been assigned to patent cases, the normal circulation of which we have to postpone in the present situation. It would perhaps be preferable that the sending of such information be taken care of from your side.

I should be glad to have your comments to the above,—or if you would do the necessary in the case of your agreeing to my proposal.

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*Exhibit 784*

According to my records the following of the present, T-Cases have not been circulated in the normal manner: T.237, T.238A, T.238B, T.249, T.254, T.255, T.256 and T.257. I have as yet no definite information re. what has been done as to the circulation of Case T.250.

With kind regards,

Yours sincerely,

SIGURD ANDERSEN

Sigurd Andersen

2781

2768

Exhibit 785

June 30, 1941.

Mr. Sigurd Andersen  
Stora Nygatan 31  
Stockholm, Sweden

Dear Mr. Andersen:

Re: Notification to the Associated  
Companies re T. Cases

Your letters of June 4th and June 9th were received.  
We have given the matter considerable thought.

As the situation is developing here, we consider that  
we can most practically advise only Mr. Stopford and C.  
T. P. and have undertaken to do so.

We suggest that notification of the other associates be  
taken care of by yourself and/or Mr. Ravnestad.

With very kind regards,

Very truly yours,

NATIONAL LEAD COMPANY

CFK:JM

c.c. Messrs. Ravnestad  
Garesché

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Exhibit 786

RCA

RADIOGRAM

JULY 16th, 1941

LC

TITANGESELLSCHAFT  
IG PATENTABTEILUNG  
IG LEVERKUSEN WERK

LEVERKUSEN (Bei Köln a/Rhein) (Germany)

PLEASE ADVISE WHETHER WE SHOULD RE-  
NEW NEXT JANUARY ON YOUR BEHALF AND  
ACCOUNT GERMAN PATENT 618329 T475

KAEGEBEHN—NATIONAL LEAD



2770

## Exhibit 787

July 24th, 1941

I. G. Farbenindustrie  
Leverkusen I. G. Werk  
Leverkusen bei Köln a/Rhein  
Germany

Attention: Director Dr. Kühne  
Director Dr. Brüggeman  
Director Dr. Raspe

Gentlemen:

Referring to a letter of April 3rd, 1941, from the Patent Department—Leverkusen, concerning United States Serial No. 364,986 (Case T. 195) and United States Serial No. 368,514 (Case T. 196), we regret under the present circumstances that it is not practicable to comply with requests of this nature and that we have until further to refrain from sending you information as regards future patent applications.

If, against expectation, we should find that we can apply for patents on our own account, we will do so, as this will be to our mutual interests after the war.

✓ Yours very truly,

TITAN COMPANY, INC.  
Fletcher W. Rockwell (signed)

Exhibit 788

Letterhead of

TITAN COMPANY, INC.

Sigurd Andersen  
Stora Nygatan 31  
Stockholm.

Stockholm, the 8th August 1941

By air-mail.

C. F. Kaegebehn Esq.,  
National Lead Company,  
Patent Department,  
111 Broadway,  
NEW YORK U.S.A.

Dear Dr. Kaegebehn,

*Notification of the Associated Companies  
regarding T-Cases*

I acknowledge with thanks receipt of your letter of the 30th of June.

I have communicated Mr. Ravnestad your suggestion that we notify the associated companies other than B.T.P. and C.T.P. of the matter in question. As the situation is, I believe, however, that it would be preferable if such communications to T.G. be made from your side. I will revert to the matter when I have Mr. Ravnestad's reply.

At this opportunity I would mention the question of circulating in the present situation T-Cases originating from Fredrikstad. We have two recent cases of this kind, namely, T.261 and T.262, of which I understand that you have received copies from Mr. Ravnestad. ✓

2771a

*Exhibit 788*

In my understanding such cases should be considered as originating with Titan Company Inc. and so far, should be treated in the same manner as cases originating with the other American companies i.e. they should be circulated to all associated companies. There may, however, be arguments in favour of not circulating them to B.T.P. As to cases originating with B.T.P., we cannot in my understanding notify Fredrikstad of such cases.

No doubt, you have considered these questions and probably arrived at a conclusion, particularly as to the circulation of cases T.261 and T.262. I thought it, however, well to inform you of my consideration of the matter. For clearness sake I mention that B.T.P. has not been notified by me of cases T.261 and T.262.

As to S.I.T., the situation as to notifying them of cases originating with other companies seems to be similar to that of Fredrikstad. New cases originating with S.I.T. cannot probably be expected in the present situation. It should not, therefore, be necessary to consider now the question of their circulation.

If you can send me your comments to the above, this would be very much appreciated.

With kind regards,

Yours sincerely,

SIGURD ANDERSEN  
Sigurd Andersen

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**Exhibit 789**

Filing Corresponding German Cases in T. 259 and T. 260

August 19th, 1941

Dr. G. Jebsen

Mr. C. F. Kaegebehn — Patent Department

Dear Dr. Jebsen:—

Attached are two translations of letters recently received from the I. G. Farbenindustrie.

You will note that the Titangesellschaft desires applications to be filed in Germany corresponding to United States applications in Cases T. 259 and T. 260, copies of which were sent them before the imposition of export control regulations.

We cannot comply with I. G.'s wishes without obtaining permission from the United States Treasury and I would like to consider with you the nature of the reply we should make to these letters.

Yours very truly,

CFK:JL

Encs. 2

2773

Exhibit 790

## RCA RADIOGRAM

September 19th 1941

LC

DOITSU SENRYO GOMEI KAISHA  
KOJIMACHI-KU  
MARU-NO-UCHI 3 CHOME NO 6  
TOKYO (JAPAN)

IN VIEW RECENT UNITED STATES LAW  
EFFECTIVE SEPTEMBER 20 PLEASE SUSPEND  
UNTIL FURTHER NOTICE FILING OF NEW  
APPLICATIONS AMENDING OR OTHER ACTS  
OF PROSECUTION PENDING APPLICATIONS  
IN DK CASES AND T CASES COVERING  
AMERICAN INVENTIONS WHERE TITLE  
RESIDES IN AMERICAN FIRMS

TITANCO-KAEGEBEHN

2788

2774

Exhibit 791

October 15, 1941

Letterhead of

DOITSU SENRYO GOMEI KAISHA

vdL/La

Messrs. Titan Company Inc.  
Attention Mr. C. F. Kaagebehn,  
111, Broadway,  
New York / USA

Gentlemen,

we acknowledge receipt of your cable of September 19. All parties concerned have been duly informed and shall proceed according to your instructions.

As the U.S. law (effective Sep. 20th) referred to in your telegram is not available here, we would thank you for sending us a copy of it for our perusal.

Yours very truly,

DOITSU SENRYO GOMEI KAISHA



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2789

Exhibit 792

RCA

RADIOGRAM

September 19th 1941

LC

IG FARBENINDUSTRIE

PATENTABTEILUNG.

LEVERKUSEN IG WERK

LEVERKUSEN (Bei Köln am Rhein) (GERMANY)

IN VIEW RECENT UNITED STATES LAW  
EFFECTIVE SEPTEMBER 20 PLEASE SUSPEND  
UNTIL FURTHER NOTICE FILING OF NEW  
APPLICATIONS AMENDING OR OTHER ACTS  
OF PROSECUTION OF PENDING APPLICATIONS  
IN DK CASES AND T CASES COVERING  
AMERICAN INVENTIONS WHERE TITLE  
RESIDES IN AMERICAN FIRMS

TITANCO-KAEGEBEHN

## Exhibit 793

September 26th, 1941

Mr. Sigurd Andersen  
Stora Nygatan 31  
Stockholm, Sweden

RE: Notification of the Associated  
Companies regarding T-Cases

Dear Mr. Andersen:—

Your letter of August 8th, 1941 has just been received.

We regret that due to the present situation we must repeat our position as expressed in our letter of June 30th, namely, that it is not practicable for us to endeavor to advise T. G.

With respect to Cases T. 261 and T. 262, we have asked the United States Government for permission to advise B. T. P. of these cases. It is now forbidden to export any technical data, which includes patent applications, either originating in the United States or elsewhere, without a special license from the Government. The situation as it is developing here is making it more and more difficult for us to be of assistance in connection with the distribution of copies of patent applications, no matter where originating, or the distribution of any technical information relative to patent applications.

With respect to Cases T. 255 and T. 256, you will note from my letter of September 25th that we did not undertake to inform B. T. P. of these cases.

With kind regards,

Yours very truly,

CFK:JL

## Exhibit 794

Letterhead of

## TITAN COMPANY, INC.

Sigurd Andersen

Köpmangatan 4

Stockholm.

Stockholm, the 6th December 1941

*(By air-mail.*

C. F. Kaegebehn Esq.

National Lead Company,

Patent Department,

111 Broadway,

NEW YORK U.S.A.

Dear Mr. Kaegebehn,

Notification of the Associated Companies regarding  
T- and DK-Cases.

I beg to refer to your letter of the 26th of September regarding the above matter.

I appreciate your difficulties as to the distribution of new patent applications in the present situation and understand that I cannot expect to receive regularly copies of such patent applications originating on your side or distributed by you.

The exchange of patent applications on the conditions stipulated in our agreements with the associated companies have, as you are aware, already been suspended to some extent,—I refer to cases T. 237, 238A&B, 249, 252, 254, 255, 256 and T. 257 which were not circulated in the normal manner. I take it that the situation referred to in your letter will involve suspension to a further extent of this exchange.

*Exhibit 794*

In this situation I should like to have an indication of what lines you propose to follow.—with a view to the right normally due to the associated companies,—in the handling of patent cases which are not circulated in the normal manner. Possibilities of obtaining valid patents in countries outside that of the basic application may, as you are aware, be kept open by delaying publication of the basic application. It is of course not possible to say at present, whether publication can be delayed until it again will be possible to circulate information in the normal manner and have filed applications which might be desired by the particular companies, but I believe that the question of delaying publication should be considered for applications of the mentioned kind.

In Norway and other European countries, with similar patent practice the publication of patent applications and resulting patents may be delayed for a considerable period and I understand that this is the case also with regard to issuance of patents on United States applications. I appreciate, however, that you may have reasons for not wishing to delay for a long period the publication of patents on your U.S. applications. I also appreciate that DK-case applications must be considered apart not being prosecuted by yourself.

To what extent we can count on particular regulations by the various governments, such as moratories as to Convention terms and decisions re. the effect of foreign publications, keeping open possibilities for obtaining valid patents in cases of the mentioned kind is of course impossible to foretell at present.

In connection with the situation as to the circulation of the T- and DK-cases there also arises to me the ques-

tion of how our registers of these cases could be kept complete and up to-date. This would particularly be of interest with a view to a later readjustment of the inter-company situation. I would be able to carry on the lists here if you could inform me of the application dates, serial numbers and preferably also titles of applications, originating with the American companies or B.T.P., of which you cannot send me copies. In the present situation I am able to send you copies of the applications of which I am informed, but should the situation become such that this would not be possible I hope to be able to inform you of the numbers and dates of such applications so that a complete list might be carried on also on your side.

As to cases T.261 and T.262, referred to in your letter of the 26th September I understand that you are awaiting the decision of the Government regarding export licenses and should be glad if you would inform me whether copies are sent B.T.P. when such decision has been made.

At this occasion I would mention that I have as yet no information regarding the case to which the reference number T.257 was given. Should it be possible for you to let me have any information regarding the case this would be much appreciated.

With kind regards,

Yours sincerely

SIGURD ANDERSEN  
Sigurd Andersen

Exhibit 795

COPY

December 9th, 1941

Mr. Sigurd Andersen  
Köpmangatan 4, 4 trapper.  
Stockholm, Sweden

Re: Maintenance Titan Co., Inc.  
Foreign Patent Rights

Dear Mr. Andersen:—

We confirm the receipt of Mr. Ravnstad's cable of November 19th, 1941, reading as follows:

"WE MAKE NO COMMENTS ANDERSENS  
LETTER JULY FOURTH REGARDING  
MAINTENANCE PATENTRIGHTS STOP  
PLEASE CABLE"

To which, we replied: (On December 8th, 1941)

"CONCUR ALL RECOMMENDATIONS  
ANDERSENS LETTER JULY 4 STOP DUPONT  
AGREES ABANDONMENT DK23 HOLLAND  
DK29 AND DK51 FRANCE STOP RELINQUISH  
T123 T124 FRANCE T131 HOLLAND STOP  
ABANDON T200 FRANCE ITALY AND T219  
FRANCE STOP SUGGEST CONSIDERATION  
FOR ABANDONMENT CASES T79 ITALY  
T130 NORWAY HOLLAND BELGIUM ITALY  
DK26 DK42 DK56 AND DK61 FRANCE DK61



*Exhibit 795***HOLLAND BUT DECISION LEFT YOU AND  
ANDERSEN LETTER FOLLOWS"**

And on December 9th we followed this cable up, as given below:

"SUPPLEMENTING OUR CABLE DECEMBER 8 SUGGEST CONSIDERATION FOR ABANDONMENT CASE T104 FRANCE AND ITALY T119 HOLLAND T139 T159 FRANCE BUT DECISION LEFT YOU AND ANDERSEN"

Your letter of July 4th, 1941 was received in good time but we have been prevented from giving consideration to this matter due to the pressure of intervening work.

After careful consideration, the recommendations contained in that letter were concurred with by us. We further agreed to relinquish the exclusive licenses under French patents in cases T. 123 and T. 124 and the abandonment of the Dutch patent in case T. 131.

From the point of view of commercial value of the products covered by case T. 200 (DK 1) we further directed the abandonment of the French and Italian patents in this case and the French patent in case T. 219.

We have taken up with our American licensee and obtained their consent to the abandonment of the Dutch patent in case DK 23 and the French patents in cases DK 29 and DK 51. We are holding this and will transmit a copy subsequently. We are also proceeding to obtain the consent of the same party to the abandonment of the French and Italian patents in case T. 200.

We gave further consideration to the maintenance of other foreign patents as set forth in the lists sent us with

*Exhibit 795*

Mr. Ravnstad's letter No. 239 and No. 240, dated June 16th and June 23rd, respectively, receipt of which is acknowledged herewith and suggest that you consider with Mr. Raynestad the desirability of further maintenance of certain patents, as follows:

| <i>T. Case</i> | <i>Country</i> | <i>Patent No.</i>  |
|----------------|----------------|--------------------|
| T. 79          | Italy          | 295,579            |
| T. 130         | Norway         | 56,780             |
| T. 130         | Holland        | 44,997             |
| T. 130         | Belgium        | 410,745            |
| T. 130         | Italy          | <del>334</del> 998 |
| T. 104         | France         | 763,013            |
| T. 104         | Italy          | 322,919            |
| T. 119         | Holland        | 42,944             |
| T. 139         | France         | 760,035            |
| T. 159         | France         | 819,086            |
| DK 26          | France         |                    |
| DK 42          | France         |                    |
| DK 56          | France         |                    |
| DK 61          | France         |                    |
| DK 61          | Holland        |                    |

According to our views over here, it would appear that these patents might be abandoned, or exclusive licenses relinquished, as the case may be, without materially weakening our patent position. We feel, however, that we should not take this decision here, since there may be other con-

2783

*Exhibit 795*

siderations of which you and Mr. Ravnstad may be aware not known to us, which would justify their further maintenance. Therefore, the decision with respect to the further maintenance of these cases is left to you and Mr. Ravnstad.

Yours very truly,

NATIONAL LEAD COMPANY

C. F. KAEGBEHN

CHK:JL

Exhibit 796

January 5, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, 4 trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose a copy of the following U. S. patents, which we believe will be of interest to you:

| <i>Patent No.</i> | <i>No. of Copies</i> | <i>Inventors</i>      |
|-------------------|----------------------|-----------------------|
| 2,260,826         | 2                    | J. E. Booge           |
| 2,266,233         | 6                    | R. L. McCleary—DK 115 |
| 2,266,260         | 6                    | J. H. Peterson—DK 105 |

Very truly yours,

TITAN COMPANY, INC.

JM

Enclosures 14

January 16, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, Trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose a copy of each of the following U. S. patents, which we believe will be of interest to you:

| <i>Patent No.</i> | <i>Date</i>   | <i>Inventors</i>            |
|-------------------|---------------|-----------------------------|
| 2,264,224         | Nov. 25, 1941 | T. H. Swan                  |
| 2,265,473         | Dec. 9, 1941  | J. W. D. Cannell (2 copies) |
| 2,266,793         | Dec. 23, 1941 | C. F. Oppermann (6 copies)  |

Very truly yours,

NATIONAL LEAD COMPANY

MD

Enclosures 9

2800

2786

*Exhibit 796*

January 28, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, Trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose six copies of U. S. Patent  
No. 2,269,139, dated January 6, 1942, issued to J. E. Booge.  
This patent issued in case DK-48.

Very truly yours,

NATIONAL LEAD COMPANY

MD

Enclosures 6



2787

2801

*Exhibit. 796*

February 6, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, Trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith two copies of U. S. Reissue Patent No. 22,011, dated January 20, 1942, issued to C. J. Kinzie et al., which we believe will be of interest to you.

Very truly yours,

NATIONAL LEAD COMPANY

MD

Enclosures 2

2802

2788

*Exhibit 796*

February 17, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, Trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith two copies of U. S. Patent No. 2,270,872, dated January 27, 1942, and relating to a "Method of Making Ceramic Insulators".

We believe this patent will be of interest to you since it involves the use of titanium dioxide.

Very truly yours,

NATIONAL LEAD COMPANY

JBH:MD

Enclosures 2

2789

2873

Exhibit 796

February 26, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, Trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith a copy of each of the following U. S. Patents, which we believe will be of interest to you:

| <i>Patent No.</i> | <i>Date</i>   | <i>Inventor</i> |
|-------------------|---------------|-----------------|
| 2,267,995         | Dec. 30, 1941 | L. Shuger       |
| 2,268,537         | Dec. 30, 1941 | L. Shuger       |
| 2,268,558         | Dec. 30, 1941 | L. Shuger       |

Very truly yours,

NATIONAL LEAD COMPANY

MD

Enclosures 3

2804

2790

*Exhibit 796*

March 2, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, Trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith two copies of each of the following U. S. patents, which we believe will be of interest to you since they involve the use of titanium dioxide:

| <i>Patent No.</i> | <i>Date</i>   | <i>Inventors</i> |
|-------------------|---------------|------------------|
| 2,272,330         | Feb. 10, 1942 | P. Schupp        |
| 2,272,331         | Feb. 10, 1942 | P. Schupp        |
| 2,272,480         | Feb. 10, 1942 | F. H. Riddle     |

Very truly yours,

NATIONAL LEAD COMPANY

JBH:MD

Enclosures 6

2791

*Exhibit 796*

March 17, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, 4 trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith copies of the following U. S. patents, which we believe will be of interest to you:

| <i>Patent No.</i> | <i>No. of Copies</i> | <i>Inventors</i>      |
|-------------------|----------------------|-----------------------|
| 2,273,834         | 2                    | G. F. Comstock et al. |
| 2,274,521         | 6                    | C. E. Berry — DK 95   |

Very truly yours,

NATIONAL LEAD COMPANY

MD

Enclosures 8

2806

2792

*Exhibit 796*

March 30, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, 4 trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith six copies of U. S. Patent No. 2,275,856, relating to "White Pigment and the Process of Preparing the Same", which recently issued in Case T. 157.

Very truly yours,

NATIONAL LEAD COMPANY

JBH:MD

Enclosures 6



2793

2807

*Exhibit 796*

March 17, 1942

Mr. L. E. Barton  
13 Kellogg Street  
Windsor, Connecticut

Dear Mr. Barton:

We are pleased to enclose herewith a copy of U. S. Patent No. 2,273,834, dated February 24, 1942, issued to G. F. Comstock et al., which we believe will be of interest to you.

With kindest personal regards,

Very truly yours,

MD

Enclosure

2808

2794

*Exhibit 796*

April 20, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, 4 trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith a copy of U. S. Patent No. 2,275,239, dated March 3, 1942, issued to W. A. Waldie, which we believe will be of interest to you.

Very truly yours,

NATIONAL LEAD COMPANY

MD

Enclosure .

2795

2809

*Exhibit 796*

April 24, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, 4 trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith six copies of U. S. Patent No. 2,273,431, dated February 17, 1942 issued to J. E. Booge. This patent issued in case DK-52.

Very truly yours,

NATIONAL LEAD COMPANY

MD

Enclosures 6

2810

2796

Exhibit 796

May 18, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, 4-trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith two copies of each of the following U. S. patents, which we believe will be of interest to you:

| <i>Patent No.</i> | <i>Date</i>   | <i>Inventors</i> |
|-------------------|---------------|------------------|
| 2,273,338         | Feb. 17, 1942 | C. L. Thomas     |
| 2,273,973         | Feb. 24, 1942 | R. C. Medl, Jr.  |

Very truly yours,

NATIONAL LEAD COMPANY

MD

Enclosures 4

2811

2797

*Exhibit 796*

May 18, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, 4 trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith six copies of our recently issued U. S. Patent No. 2,280,795, dated April 28, 1942 and relating to "Preparation of Pigments Comprising Rutile Titanium Dioxide". This patent issued in our case T. 205.

Very truly yours,

NATIONAL LEAD COMPANY

JBH:MD

Enclosures 6

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2798

Exhibit 796

May 19, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, 4 trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith six copies of each of the following U.S. patents, which we believe will be of interest to you:

| <i>Patent No.</i> | <i>Date</i>    | <i>Inventors</i> |
|-------------------|----------------|------------------|
| 2,280,590         | April 21, 1942 | I. J. Krehma     |
| 2,280,619         | April 21, 1942 | C. E. Berry      |

Very truly yours,

NATIONAL LEAD COMPANY

MD

Enclosures 12



2813

2799

*Exhibit 796*

May 20, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, 4 trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith two copies of each of the following U. S. patents, which we believe will be of interest to you:

| <i>Patent No.</i> | <i>Date</i>    | <i>Inventors</i>      |
|-------------------|----------------|-----------------------|
| 2,278,878         | April 7, 1942  | G. P. Hoff            |
| 2,279,387         | April 14, 1942 | H. C. Cheetham et al. |

Very truly yours,

NATIONAL LEAD COMPANY

MD

Enclosures 4

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2800

Exhibit 796

May 20, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, 4 trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith six copies of recently issued U. S. Patent No. 2,280,223, dated April 21, 1942 and relating to "Coated Electrode and Welding Rod". This patent issued in case T. 236.

Very truly yours,

NATIONAL LEAD COMPANY

JBH:MD

Enclosures 6

2815

2801

*Exhibit 796*

June 5, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, 4 trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith two copies of U. S. Patent No. 2,282,540, dated May 12, 1942, issued to A. J. Deyrup, which we believe will be of interest to you.

Very truly yours,

NATIONAL LEAD COMPANY

MD

Enclosures 2

2816

2802

*Exhibit 766*

June 11, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, 4 trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith six copies of U. S. Patent No. 2,278,709, dated April 7, 1942 and relating to "Manufacture of Titanium Dioxide Pigments". This patent issued in case T. 247.

Very truly yours,

NATIONAL LEAD COMPANY

MD

Enclosures 6

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Exhibit 796

June 12, 1942

Mr. Sigurd Andersen  
Köpmangatan 4, 4 trapper  
Stockholm, Sweden

Dear Mr. Andersen:

We are pleased to enclose herewith two copies of each of the following U. S. patents, which we believe will be of interest to you:

| <i>Patent No.</i> | <i>Date</i>   | <i>Inventors</i>   |
|-------------------|---------------|--------------------|
| 2,278,540         | April 7, 1942 | G. H. Ellis et al. |
| 2,278,872         | April 7, 1942 | C. G. Geary        |
| 2,278,970         | April 7, 1942 | F. C. Atwood       |

Very truly yours,

NATIONAL LEAD COMPANY

MD

Enclosures 6

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Exhibit 797

RCA

RADIOGRAM

LC

March 18th, 1942

SIGURD ANDERSEN  
KOPMANGATAN 4  
STOCKHOLM (SWEDEN)

CONCUR RECOMMENDATIONS PATENT CASES  
T263 T243 STOP PRESENT SITUATION PRE-  
VENTS COMMENTING DECISION T249

CHARLES KAEGBEHN



2819

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Exhibit 798

TO

3/31/42

DEAR DR. JEBSEN

FOR YOUR APPROVAL. THE ORIGINAL HAS  
NOT YET BEEN SENT

C. F. KAEGERBEHN

AGREE

GJ

PLEASE RETURN COPY WHEN DATED. G. J.  
SENT OUT APRIL 1st upon receiving telephoned approval  
of Dr. Jepsen

April 1st, 1942

Mr. Sigurd Andersen  
4 Köpmångatan /  
Stockholm, Sweden

*Re: Future Correspondence*

Dear Mr. Andersen:—

Since the entry of the United States into the present war, the Trading with the Enemy Act of 1917 has been enforced with respect to transactions and communications with countries and nationals regarded as enemies. In this latter category are included, by definition, the countries presently occupied by the Axis nations and the citizens of such countries who are residing therein are defined as enemy nationals.

Under this act various Presidential Proclamations have been issued, either regulating transactions and communica-

tions with enemy nationals, or delegating authority to various agencies of the Government to control such matters. The last of these regulations affecting communications was issued March 18th, 1942 and made effective as of that date. The effect of these regulations, as regards communications, is to prohibit all communications intended for, or to be delivered directly or indirectly to an enemy national.

Correspondence from our side since the outbreak of the war has followed the laws and regulations. You will appreciate that it has been and will continue to be impossible for us to transmit to you any information regarding patents or other matters which would be intended or might be ordinarily transmitted by you, directly or indirectly, to any one else in an Axis or Axis dominated country. In the future, therefore, it will be only possible for us to communicate to you such information as is intended only for your own information and advice. We shall endeavor to keep you informed of any future developments.

With very kind regards to you and Mrs. Andersen from Mrs. Kaegebehn and me.

Yours very truly,

CFK:JL

2807

## Exhibit 799

Titan Company, Inc.'s Present Situation

April 18th, 1940 .

Mr. C. F. Garesché .

Mr. C. F. Kaegebehn—Patent Department

Dear Mr. Garesché:—

A letter addressed by the firm of Carmaels & Ransford, English patent agents, to Titan Co., Inc. in Wilmington has just been forwarded to me. It relates to the payment of annuities on British patent, No. 494,102, our Case T. 170, which was originally an invention of the I. G. Farbenindustrie.

This patent is evidently being maintained in England by Titan Co., Inc. on behalf of British Titan Products Co., Ltd. Apparently Titan Co., Inc. at Fredrikstad has authorized the payment of the annuity, which has amounted to £ 6. 0. 0., but for some reason or other, the remittance has been delayed. The British patent agents have now written to Titan Co., Inc. in America. I have replied, asking them for further particulars in the case.

This situation raises the following rather disturbing question: If Titan Co. Inc.'s records are now nearly all in Fredrikstad, with some in Paris, and if our Norwegian people are in the army, or not actively engaged in the business of Titan Co., Inc., and if they cannot carry on their international correspondence, who will take over the maintenance, prosecution and handling of the patent matters formerly conducted at Paris and then at Fredrikstad? There are so many patents being maintained by Titan Co., Inc. that there is considerable work looking after these. At this

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*Exhibit 799*

time I have no suggestion to make, but simply to bring the matter to your attention against the possibility that Dr. Jebsen may ask us to do what we can and if so, you may have formulated some ideas along this line.

Yours very truly,

CFK:JL

2809

Exhibit 800

April 29th, 1940

AIR MAIL

Mr. C. J. Stopford  
British Titan Products Co., Ltd.  
Burlington House, Yarn Road  
Eaglescliffe,  
Stockton-on-Tees, England

Dear Mr. Stopford:—

As a result of the recent Norwegian developments it is apparent that the English patent agents handling the affairs of Titan Co., Inc. have not been able to carry on their normal correspondence and have communicated directly with us in three cases. We cabled you today with respect to these cases, as follows:

"RE MAINTENANCE BRITISH PATENT  
493,871 T157 FIFTH ANNUITY PAYMENT  
DUE AMOUNT SIX POUNDS STOP IF YOU  
WISH MAINTENANCE AUTHORIZE CARP-  
MAELS & RANSFORD 24 SOUTHAMPTON  
BUILDINGS CHANCERY LANE LONDON  
WC2 TO MAKE PAYMENT STOP ADVISE  
US TITANCOS SHARE ALSO INVESTIGATE  
SITUATION REGARDING BRITISH PAT-  
ENTS 494,102 T170 388,978 T85 SAME  
AGENTS"

It appears that Carpmals and Ransford are London agents for the I. G. Farbenindustrie who have filed the patent applications and are maintaining them on behalf of Titan Co., Inc. It was my impression that Boulton, Wade and

*Exhibit 800*

Tenant were the ordinary London agents for Titan Co., Inc. On April 17th we received from the firm of Carpmals and Ransford a letter, copy of which is enclosed. On April 18th we replied by Air-Mail and are awaiting a response. On April 29th we received another communication from this firm with reference to Case T. 157, copy of which is enclosed, and on the same day a further notice concerning Case T. 85 was received, copy of which is also enclosed. Accordingly we cabled you as per the above quoted cable.

Apparently maintenance of patents by Titan Co., Inc. and the prosecution of applications in the various European countries which were formerly conducted by Titan Co., Inc. at Paris and later at Fredrikstad has now been interrupted. We are anxious that nothing detrimental to the patent situation in the various countries be allowed to transpire. We have written to Dr. Jebsen, asking for his suggestions as to how we can be of service in this situation.

With respect to patent applications being prosecuted in England and other countries within the licensed territory of British Titan Products, Co., Ltd., as well as patents already issued in that territory which were being maintained by Titan Co., Inc. on your behalf, what would be your suggestions? Possibly you could take over the maintenance of patents and the prosecution of the applications, paying such expenses as may accrue in connection therewith and informing us of Titan Co., Inc.'s share; or, on the other hand, you might prefer that we do this from America. In the latter instance it will be necessary for us to know the various cases being handled by different London agents and, as we do not have copy of the files related to the prosecution of any applications within the countries in your territory, we think it would be most expedient if these matters were



*Exhibit 800*

handled by you and we were informed of the cost connected therewith.

We shall welcome any suggestions and comments you have to make in this situation.

In the meantime, Mrs. Kaegebehn and I send to you and Mrs. Stopford and your family, and to all our friends in Billingham our very best regards and our most sincere wish that when this very disagreeable situation is over we will meet again under pleasant circumstances.

With my kindest regards,

Very truly yours,

CFK:JL

c c. Dr. G. Jebson

Mr. C. F. Garesché

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Exhibit 801

Letterhead of

BRITISH TITAN PRODUCTS COMPANY,  
LIMITED

CJS/SL/14585

C. F. Kaegebehn Esq.,  
National Lead Company,  
Patent Department,  
111, Broadway,  
New York, N.Y.

6th May 1940

Dear Mr. Kaegebehn,

TITAN CO. INC. PATENTS IN AMERICA

Since events in Norway have made it impossible for Titan Co. Inc. patent organisation to operate fully on our behalf we have arranged with Dr. Jebsen, with whom we can communicate readily in Paris, and with Mr. Andersen, with whom we can communicate by cable only in Sweden, that we will look after the British patent position on behalf of Titan Co. Inc. and pay all fees etc., in so far as we are able.

A difficult position arises, however, in regard to patents in the names of Titangesellschaft and the I.G., as whilst we are entitled to rights under these patents through an agreement with Titan Co. Inc., actually licences have not been registered and, therefore, at the present time, we have no status on these matters in the eyes of the Patent Comptroller.

There are several complications which stand in the way of a British firm paying annuities on German-owned patents, so much so that we have asked Mr. Andersen to try and arrange for Titan Inc. to pay the fees on all I.G. and T.G. patents.

*Exhibit 801*

I enclose herewith a copy of a letter from Carpmael & Ransford, the I.G. patent agents.

I confirm my cable of to-day as follows:—

“YOUR CABLE 29th AFRAID BTR CANNOT  
PAY FEES ON GERMAN PATENTS HAVE  
ASKED ANDERSEN TO ARRANGE TITANING  
DO SO STOP T.157 HAS BEEN ABANDONED  
T.170 DUE FOR RENEWAL APRIL 17th 1941  
T.85 DUE FOR RENEWAL JUNE 15th 1940  
WRITING”

which is, I think, self explanatory. Mr. Anderson has offered to take action in regard to these patents, but I do not know what type of action he is taking. I am assuming from your cable that he has been in communication with you.

I understand that one of the difficulties in the way of a British Company paying renewal fees on German-owned patents is that the Custodian of Enemy Property is not prepared to accept British currency in payment of these fees.

Yours sincerely,

C. J. STOPFORD

Encl.

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Exhibit 802

COPY

May 20th, 1940

AIR-MAIL

Mr. C. J. Stopford  
British Titan Products Co. Ltd.  
Burlington House—Yarm. Road  
Eaglescliffe  
Stockton-on-Tees, England

*Re: Titan Co. Inc. Patents In U. S.*

Dear Mr. Stopford:—

Your letter of May 6th, 1940 was received together with your letter of May 10th, 1940.

I take it that the letter of May 10th supersedes the letter of May 6th and that the complications described in the letter of May 6th were overcome at the time you wrote your letter of May 10th.

Regarding the attitude of the British Custodian Enemy Property in refusing to accept British currency in payment of fees, I think it might be possible for us to place at your disposal United States currency to make these payments. If there is anything we can do in this direction, please advise and we will at once take up the situation here to see what can be done.

Yours very truly,

CEK:JL

c.c. Titan Co., Inc.—Fredrikstad

Mr. C. F. Garesché

**Exhibit 803**

Letterhead of

**BRITISH TITAN PRODUCTS COMPANY LIMITED****AIR MAIL**

CJS/SL/14694

C.F. Kaegebehn Esq.,  
National Lead Company,  
Patent Department,  
111, Broadway,  
New York, N.Y.

10th May 1940

Dear Mr Kaegebehn,

**T. G. AND I.G. PATENTS**

It has now been decided that we, as a British company, may maintain T.G. and I.G. patents in which we are interested. We are, therefore, paying the renewal fees on all such patents which come within our ordinary T. cases and will settle accounts with Titan Company Inc. at a later date. I enclose herewith copy of the cables sent to you and Andersen to-day to this effect. As we shall both be working through Carpmiels and Ransford in these cases, there should be no chance of any confusion, and I enclose herewith copy of my letter of to-day to Carpmiels & Ransford.

In regard to your letter of April 29th, the position in regard to Boulton Wade & Tennant and Carpmiels & Ransford is that Boulton Wade & Tennant are Titan Inc's and our patent agents, whereas T.G. and I.G. always worked through Carpmiels & Ransford. The position at the moment is that we shall use Boulton Wade & Tennant as in the past on all our general patent matters, but that the main-

*Exhibit 803*

tenance and prosecution of T.G. and I.G. patents will be handled by Carpmals & Ransford, who will look to us for instructions, in the absence of instructions from T.G. and I.G.

Now that the point in regard to the payment of renewal fees on T.G. and I.G. patents is cleared up, you may take it that we will take over full responsibility for the British Empire patent position until Titan Company Inc. patent organisation is in a position to function normally again. This, of course, is in line with the agreement reached with Dr. Jebsen and Mr. Andersen immediately after the German invasion of Norway.

This, I think, should answer the question raised in the third paragraph on page 2 of your letter of April 29th and is, I think, the simplest method of dealing with this matter. It would be rather difficult for you to take this detail over to handle it from America, but if you have any other views on the matter, please do not hesitate to let me know.

The sorting out of expenses to determine what portion of them should be paid by us and what portion by Titan Company Inc. has not been settled yet, as we have not as yet a Patent Department in operation here, but the amounts involved are not considerable, so that we are quite happy to look after the whole thing for the time being and settle up expenses at a later date.

Mrs. Stopford and I much appreciate the good wishes contained in the last paragraph of your letter, which we heartily reciprocate. Nobody is enjoying life very much over here at the present time, and I think we must take it that this morning's news of the invasion of Holland and Belgium means that a very active phase of the war has now started and my own impression is that this is the real



2817

*Exhibit 803*

reason why we had to withdraw from Norway. I do hope that your people will take a hand in protecting the Dutch East Indies. I should hate to see these fall into the hands of one of the smash and grab merchants.

With kind regards,

Yours sincerely,

G. STOPFORD

Copy to Dr. Jebsen.

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Exhibit 804

(COPY)

May 20th, 1940

AIR-MAIL

Mr. C. J. Stopford  
British Titan Products Co., Ltd.  
Burlington House-Yarm Road  
Eaglescliffe  
Stockton-on-Tees, England

Re: T. G. and I. G. Patents

Dear Mr. Stopford:—

Your letter of May 10th, 1940, regarding the handling of T. G. and I. G. patents, has been received.

As far as we here are concerned, we are sure that the arrangement whereby you will take over maintenance of the I. G. and T. G. patents in the British Empire will work most satisfactorily. We have no other views to offer at this time. If you can avail yourself of our services in any way in this emergency, please call on us at once.

We have had some correspondence from Dr. Jebsen, who indicates that he may call upon us to take over the handling of patent matters for some countries and we will try to do what we can in this situation.

With very kind regards,

Yours very truly,

C. F. KAEGBEHN

CFK:JL

c.c. Titan Co., Inc.-Fredrikstad

Mr. C. F. Garesché

## Exhibit 805

August 23rd, 1940

♦ Mr. F. W. Rockwell

♦ Mr. C. F. Garesché

♦ Mr. C. Simon

♦ Mr. C. F. Kaegebehn

Memo. Re. Expenses Connected with U. S. Patents  
Originating from Titan Co., Inc.'s Non-American  
Associates.

Gentlemen:—

The trend of developments is in the direction of assigning titanium patents to companies in whose territories these patents are taken out. There was a tendency in this direction before the war broke out, and the legal situation during the war has given impetus to it. Assignment of the patents has, as a consequence, that the assignee carry all the expenses.

With regard to patents in the United States originating from Titan Co., Inc. and its non-American associates, the ownership must be retained by Titan Co., Inc. in view of the arrangement with Du Pont by which licenses are exchanged with Du Pont. The provisions of the Agreement of 1920 were such that Titan Co., Inc. would have had automatically the benefit of exclusive licenses under any Du Pont patents outside the territory of North America and this independent of Titan Co., Inc.'s owning United States patents, or in which, under the existing arrangement, Titan Co., Inc. must maintain its ownership in order to give licenses to Du Pont.

*Exhibit 805*

Considering the history of the developments between Du Pont, on the one side, and Titan Co., Inc. and its non-American associates, on the other side, it seems fair that an adjustment be made in the relations between Titan Co., Inc. and National Lead Company by which National Lead Company pays all the expenses (instead of 50%), leaving ownership to Titan Co., Inc.

Yours very truly,

G. JEBSEN

G. Jepsen

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Exhibit 806

COPY

Letterhead of

NATIONAL LEAD CO.

December 18, 1940

Dr. G. Jebsen, Vice President  
Titan Company, Inc.  
111 Broadway  
New York City

Dear Dr. Jebsen:

With reference to your letter of August 23rd suggesting that the National Lead Company pay all of the expenses, instead of 50%, on United States patents, even though still in the name of Titan Company, Inc.:

I have discussed this matter with our various people. It is felt that your point is well taken and we therefore approve your suggestion.

Yours very truly,

(Signed) FLETCHER W. ROCKWELL  
President

Copy to Mr. Garesché  
Mr. Simon  
Mr. Kaegebehn

## Exhibit 807

MEMORANDUM RE TEMPORARY ARRANGE-  
MENT FOR HANDLING PATENT MATTERS OF  
BRITISH TITAN PRODUCTS COMPANY  
LIMITED

---

During the present situation, Titan Company, Inc., New York (Mr. Kaegebehn's organization) will, upon request of British Titan Products, do everything possible to assist in the handling of patent matters of British Titan Products Company, Limited.

I With Respect to Inventions Coming From  
National Lead Company

With respect to inventions coming within this category for which British Titan Products wishes patent applications filed in countries within its territory, Titan Company Inc. can follow either of the following procedures:

- a.) Upon receiving the wishes of British Titan Products regarding the countries in which it desires to have patent applications filed, Titan Company Inc., New York, can have prepared in the United States all necessary papers to permit the filing of the desired applications. If either National Lead Company or Titan Company Inc. have come to the decision to take out the patent in their name, necessary signatures on behalf of the respective company can be obtained and the applications filed by U. S. patent agents of Titan Company Inc. through the usual agents representing British Titan Products. If neither National Lead Company nor Titan Company Inc. desires to file the application in their name, then



*Exhibit 807*

it will be necessary to obtain signatures on behalf of British Titan Products. In which case, under this procedure, Titan Company Inc., New York, can prepare the papers for signature and forward them to British Titan Products, who in turn, will have the applications filed through their regular patent agents.

- b.) When British Titan Products has come to the decision that it desires to have corresponding applications filed in countries within its territory, it will request its patent agent to prepare necessary documents to permit the filing of these applications and to forward them to Titan Company Inc., New York for execution, leaving blank the name of the company who will take title to the application. Titan Company Inc., New York, will have executed all necessary papers by the inventor and if the case is to be filed in the name of National Lead Company or Titan Company, Inc., papers on behalf of the respective company. These will be returned to British Titan Products's patent agent. If neither National Lead Company or Titan Company Inc. wish to file the application in their names, the petition document will be returned to the patent agent so that it may be executed on behalf of British Titan Products.

Regarding the prosecution of the patent applications, regardless of whether a.) or b.) is followed, the patent agent filing the case can communicate directly with Titan Company Inc., New York, regarding information and advice necessary to answer the Patent Office Action.

*Exhibit 807*

## II With Respect to Inventions Coming From British Titan Products

In the past it has been the practice of British Titan Products to leave to Titan Company Inc. the question of filing corresponding applications in countries outside of the territory of British Titan Products. If this practice is continued as is expected, Titan Company Inc., New York, will take over the filing of patent applications as may be desired by Titan Company Inc. to the extent the present circumstances prevent Mr. Ravnstad or Mr. Andersen acting as formerly. Titan Company Inc., New York, can forward to British Titan Products all documents requiring execution by British Titan Products to permit the filing of patent applications in various countries in which it (Titan Company Inc.) desires to have such applications filed. If British Titan Products files a patent application during the present situation and is unable to follow the regular procedure of sending a copy to Mr. Ravnstad or Mr. Andersen, these may be sent to Titan Company Inc., New York.

## III Inventions Coming From Other Sources

To the extent it may be possible under the present situation to inform British Titan Products of such inventions and in the event Mr. Ravnstad and Mr. Andersen are unable to do so, this information may come from Titan Company Inc., New York. Should British Titan Products desire to have corresponding applications filed in countries within its territory, provided it is possible to do so, either procedure a.) or b.) given above under Heading I can be followed for the duration of the present circumstances.

C. F. KAEGBEHN

Sept 16 '40

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**Exhibit 808**

Letterhead of

**BRITISH TITAN PRODUCTS COMPANY LIMITED**

In reply please quote CJS/SL/18547.

**REGISTERED**

30th December 1940

Titan Company Inc.,  
111, Broadway,  
New York, N. Y.

*For the attention of Mr Kaegebehn*

Dear Sirs,

*New American Zirconium Applications*

With reference to your letter of October 9th, with which you enclosed copies of the following U.S. Applications:—

| U. S. Ser. No. | Date Filed     | Company       |
|----------------|----------------|---------------|
| 350,124        | August 2, 1940 | Am. Zirconium |
| 350,125        | " "            | "             |
| 350,126        | " "            | "             |

will you please note that we wish to have an application filed or alternatively to obtain an exclusive license in Great Britain in the following case:—

U.S. Ser. No. 350,124—American Zirconium (T. 191)

*Exhibit 808*

and that we do not wish to have applications filed or to obtain exclusive licenses in the following cases:—

U.S.Ser.No.350,125—American Zirconium (T. 192)

U.S.Ser.No.350,126—American Zirconium (T. 193)

Your truly,

For BRITISH TITAN PRODUCTS CO. LTD.

C. J. STOPFORD

C. J. Stopford,

Director and General Manager.

## Exhibit 809

(COPY)

Mr. C. J. Stopford  
British Titan Products Co., Ltd.  
Burlington House, Yarm Road  
Eaglescliffe  
Stockton-on-Tees, England.

March 13th, 1941

Re: Patent Expense — B. T. P. —  
Titan Company, Inc.

Dear Mr. Stopford:—

Dr. Jebson has asked me to reply to your letter of February 7th, 1941.

Regarding the item of £872.0.0, the only information we can give you at this time is that we were informed of it by Mr. Andersen but have not yet received particulars concerning it. As soon as these are received, we shall forward them to you at once.

Considering now the individual invoices dealt with in my letter to Dr. Jebson of January 14th and discussed in your letter of February 7th, the present situation, in view of the information contained in your letter, appears to be as follows:

We are now accepting an additional amount of £21.14.9 made up of the item of £1.15.5 from Invoice No. 203 for Case T. 237, which was incorrectly designated on the original invoice, and the item of £19.19.4 from Invoice No. 207, details of which were requested by Mr. Andersen. You have agreed with us that a reduction of £9.5.9, made up of items in Invoices Nos. 201, 203 and 332 is in order. This leaves an amount still to be considered of £10.10.0 made up of items from invoices Nos. 205 and 208, each for renewals of I. G. patents within the Licensed Field and

*Exhibit 809*

an item of £4.10.0 from Invoice No. 206, covering renewal of British patent in Case T. 109. (Please note that in my memo to Dr. Jebesen I incorrectly set down this adjustment for T. 109 as £3.10.0.)

Regarding the payment of 100 percent of the maintenance of I. G. patents, coming within the Licensed Field, i.e., items of £3.0.0 each for renewal of I. G. patents (Cases T. 186 and T. 156), the following remarks will be, we trust, of interest to you.

The patents which we get from the I. G. have been obtained through special arrangements under which the T. G. gets certain rights. They are really acquired from an outside firm. These I. G. patents have been provided for through the agreement between Titan Co., Inc. and I. G. leading to the formation of T. G. However, T. G. has no right to the ownership. A consequence of this is that T. G. cannot transfer ownership to Titan Co., Inc. and B. T. P. If, consequently, T. G. would have to pay 50 percent for so long as Titan Co., Inc.'s associates wished an exclusive license, this would cause, in our opinion, an undue hardship on T. G., particularly in view of the fact that they have no opportunity to transfer ownership. It has, therefore, been considered equitable that 100 percent should be paid by the company who has the benefit of the license. This has been accepted by National Lead Co. as far as the United States is concerned. We had the impression that this point was taken up during our conversations at La Zoute and accepted on behalf of B. T. P. If this is not the case, we beg you to consider this in the light of our comments and trust that you will come to the same conclusion.

When taking up this question, it is important to keep in mind that these patents are really not developments of Titan Co., Inc. and associated companies, but are a result of a favorable arrangement with I. G., bringing in inven-



*Exhibit 809*

tions from outside sources similar to the opportunities which have occasionally been given us by I. C. I. with the distinction that the I. G. is under a definite obligation to do so.

Perhaps it should have been specified in the agreements referred to above that the licensee under I. C. I. patents would have to carry the expense of obtaining and maintaining the patents, but we think you will agree that provisions of this kind would have led to an excessive multiplicity of details. The essence of the situation appears to us to be that, since it is not in the power of T. C. to deliver ownership by transfer of title to the patent, it would impose an unreasonable hardship to expect them to bear 50 percent of the cost.

If there are any specific questions, which you should like to put to us in connection with the situation, we will endeavor to discuss them for you.

The foregoing remarks with respect to the I. G. patents, are related to the disputed items of Invoices Nos. 205 and 208 of £ 3.0.0 each. We note that you are unable to verify that Titan Co., Inc. ever informed B. T. P. that it no longer was interested to maintain the British patent in Case T. 109. The expense involved in this item amounts to £ 4.10.0.

We are writing Mr. Andersen at this time, asking him to investigate how, and in what manner Titan Co., Inc. might have informed B. T. P. and as soon as this information is received by us, we shall advise you of it.

Yours very truly,

TITAN COMPANY, INC.  
C. F. KAEGERBEHN

CFK:JL

c.c. Dr. G. Jebsen

Mr. C. F. Garesché

Mr. S. Andersen

## Exhibit 810

Letterhead of  
TITAN COMPANY, INC.

Sigurd Andersen  
Stora Nygatan 31  
Stockholm.

Stockholm, the 8th May 1941

By air-mail.

C. F. Kaegebehn, Esq.,  
National Lead Company,  
Patent Department,  
111 Broadway  
New York, U. S. A.

Dear Mr. Kaegebehn,

*B.T.P. Invoices*

*Titan Company Inc.'s share patent expenses in Great Britain*

I thank you for your letter of the 13th of March in which you communicate me Mr. Stopfords comments to the questions raised by us with respect to B.T.P. invoices No.s 81, 200-209, 332 and 333.

I understand that the item of £ 1.15.5. on invoice No. 203 relates to documents required for the French application in case T.237, which was filed by the Titan Company Inc. As we reserve the Société Industrielle du Titane exclusive licenses under our French patents half of this amount should be carried by them and the other half by ourselves.

Of the item of £ 19.19.4. on invoice No. 207 for renewal of patents under cases T.176/T.178, the expenses to Dutch patent No. 44.815 should be carried by Titan Company

*Exhibit 810*

Inc., and the expenses to renewal of German patents Nos. 643.995 and 638.197 should be carried by the *Titangesellschaft*.

With reference to the penultimate paragraph of my letter of the 26th of November 1940, I have just received a communication from Titan Co. A/S in which they suggest that the expenses to maintenance of patents in *Titangesellschaft's* territory in Cases T.175 to T.178 inclusive be settled with the *Titangesellschaft* from your side.

The understanding regarding payment by us with 100% of expenses on I. G. patents within the Licensed Field under which we or our associated companies have exclusive licenses was reached in a conference in Ludwigshafen the 19th of January 1939 between Dr. Jebsen, Dr. Raspe Dr. Redies and myself. It was further agreed that expenses to such patents which in addition to Licensed Field-matter cover other matter of importance should be paid with 50% by the I. G. and with 50% by us/the exclusive licensee/. As far as I can recollect extracts of the minutes of this conference, /in which also other matters were discussed/ including the minute re. expenses on I. G. patents were sent B.T.P. and N.L.Co. and accepted by them. Unfortunately I have not in my files here information enabling me to verify the matter in details and refer to data re. correspondence, the above is chiefly based on memory. I note from the copy received of your letter of the 13th of March to Mr. Stopford that you have fully explained to him the situation regarding the I. G. patents, but am mentioning the above as it may perhaps be of help in the event of the question being discussed further.

As regards the sharing of expenses on the British patent in Case T.109, my record re. share of expenses on the

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*Exhibit 810*

particular patents indicates that the expenses to this patent should be carried with 100% by the B.T.P. and this is in accordance with our "List of T. Cases", in which is indicated that B.T.P. is the owner of the patent. The patent issued in Titan Company Inc.'s name and a formal assignment to B.T.P. was probably not executed but as in several similar cases the matter was arranged by correspondence. As I have not here the complete records of Case T.109 I am not, unfortunately, able to check the matter further at the time being, but will have to wait until I can get access to the papers in our main files. I have however asked Mr. Ravnstad to investigate whether there should be further data in the files in Fredrikstad and will write you again when I have his reply.

Yours sincerely,

SIGURD ANDERSEN  
Sigurd Andersen

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Exhibit 811

COPY

TO

7/16/41

recd 7/16/41

Dr. Jebson

Suggest we cable T.G. asking if they wish renewal for their account.

Personally, I do not believe Titan Inc. has sufficient interest to maintain on its own behalf.

Please let me have your advise. Return to

Agree

GJ

C. F. Kaegebehn

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• 2834

*Exhibit 811*

COPY

BRITISH TITAN PRODUCTS COMPANY  
LIMITED  
Billingham  
Co. Durham

IN REPLY PLEASE QUOTE CJS/SL 1376

4th July 1941

C. F. Kaegebehn, Esq.,  
Titan Company Inc.,  
111, Broadway,  
New York, N. Y.

Received  
National Lead Co.

Jul 14 1941

Dear Mr. Kaegebehn,

Patent Dept.

We enclose herewith a copy of a letter received from the Patent Department of I.C.I. and should be glad to have your views in regard to renewal of the patent mentioned.

Yours very truly,

/s/ C. J. STOPFORD

C. J. STOPFORD,  
Encl. Director and General Manager.



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*Exhibit 811*

COPY

IMPERIAL CHEMICAL INDUSTRIES LTD.

Millbank,  
LONDON, S.W.1.

Patent Section  
NR/IS

2nd July 1941

British Titan Products Co. Ltd,  
Eaglescliffe.

Dear Sirs,

CURRENT RENEWAL FEES No. 1

I have to inform you, that the undermentioned patent falls due for renewal in January and I shall be glad to have your instructions as soon as possible to allow for the delay in foreign mails:—

| Country | Number | Title   | Case No. | T. Case No. |
|---------|--------|---|----------|-------------|
| Germany | 618329 | Impts in delustered artificial silks<br>(P. of A. No. 621648) | 2455     | T.175       |

Yours faithfully,

sgd. W. E. COLOMB.  
For Solicitor

## Exhibit 812

December 29th 1938.

Paris,

GJ/AK

Fletcher W. Rockwell Esq.

President

National Lead Company

111 Broadway

New York City, U.S.A.

Dear Mr. Rockwell,

*Agreement re the extension of the exchange of patent  
licences between Titan Company Inc. and its  
associated titanium companies,*

The "Licensed Fields" in Titan Company Inc.'s various license agreements with its associated companies vary somewhat, as you may remember.

Between the National Lead Company, Titanium Division, and Titan Company Inc. (agreement of 1920) the Licensed Field is the widest one and this field applies also to Société Industrielle du Titane.

Our agreements with Titangesellschaft and British Titan Products Company contain definitions of the Licensed Field, which are more narrow and the same for both.

Titangesellschaft has developed from time to time inventions leading to patents covering subject matters outside the Licensed Field of their agreement, which subject matters, however, were and are of interest to the associated companies within their activities, and they have I may say

*Exhibit 812*

generally been sent to Titan Company Inc. for exchange under the conditions of the agreement, without discussing the Licensed Field. In the same spirit Titan Company Inc. has given licenses to Titangesellschaft under patents with subject matters outside the Licensed Field of the respective agreement.

Through this a somewhat irregular situation has arisen, as it has not been formally defined whether or to what extent the licences obtained under these patents would permit the use of the invention outside the Licensed Field as defined in the respective agreement.

In order to bring this practice in a formally more satisfactory form, I have got from Titangesellschaft and British Titan Products Company the enclosed papers.

The wording was originally the same for both, and Dr. Brüggemann of Titangesellschaft saw no objection to this. After nearer consideration he has, however, changed the wording in German slightly. I am informed over the telephone that the intention is the same, but that he has had to make changes partly in view of legal regulations and partly because when calling it an agreement it would have to be submitted to I.G.'s Board, which he did not think necessary.

You will note that the agreement with B.T.P. foresees that the company, if they think it advisable, can make reservations as regards any specific future case. The changes made by Dr. Brüggemann do therefore not seem to be strictly necessary and, as regards past cases, we are, I think, covered, apart from possible legal regulations to which we will be subject in any case.

I will arrange for a similar agreement to the one of the B.T.P. to be approved by the Board of Société Industrielle

*Exhibit 812*

du Titane at our next Board Meeting. As we have the majority there, I expect no difficulties.

The arrangements do not cover all subject matters which may come up, but it seems impossible to provide for a definition which covers all cases. They have the advantage of laying down more formally the broader spirit which has been practiced and exists between the companies, and will facilitate the work of the various patent departments. They will give Titan Company Inc. a more free hand as regards the exchange of licenses outside the Licensed Field. The firms have the right at any time to withdraw from this wider exchange of licenses with one or more of the associated companies, if they find that the spirit of reciprocity in that quarter has not been adhered to, but Titan Company Inc. can act until an expression of dissatisfaction has taken place, and will consequently in all probability be able to exercise its influence in time to maintain the good cooperation.

I hope the arrangements will meet with your approval and, if you are in agreement, I shall appreciate to have them submitted to the Board of Titan Company Inc. for its approval.

National Lead Company's agreement with the Canadian Titanium Pigments Ltd. is, with regard to the Licensed Field, compared with the German and British agreements, in certain directions wider and in other directions more narrow.

I suggest therefore that the Canadian Titanium Pigments Ltd. be informed about the above agreements and asked to join us by signing a corresponding agreement to be made between the National Lead Company and the Canadian Titanium Pigments Ltd.

*Exhibit 812*

The Licensed Field in the 1920 agreement between the National Lead Company and Titan Co A/S, resp. Titan Company Inc., is so wide that I do not see that the extension foreseen will go beyond this Licensed Field, but I should appreciate the National Lead Company's approval anyhow for the sake of conformity as far as possible in the handling of these matters, and particularly that the National Lead Company, Titanium Division, will handle these matters in their relations with their licensees in accordance with the lines of this new additional agreement.

With kindest regards,

Yours sincerely,

Sign. G. JEBSEN

Encl.

Copy of the agreement between:

Titan Co.Inc. and B.T.P.

Titan Co.Inc. and T.G. (with translation).

Copy to Mr. Garesché

“ Kaegebehn

## Exhibit 813

*Translated from German.*

Between the Titan Company Inc. and its associated Titanium companies the practice has developed to exchange licenses in patent cases covering subject matters which are beyond the licensing obligation determined by contracts between the companies, but which are of interest for the production, use and sale of products within the Licensed Field, as for instance:

Recovery of materials used in the titanium industry (e.g. sulphuric acid), utilization of by-products (e.g. copperas), production of extenders, apparatus and the use of titanium pigments and compounds as well as of by-products and extenders.

It is agreed between the contract firms that when a firm offers such a licence outside its contractual obligation, it means—unless reservations are made—that the inventor company (respectively the company granting the licence), as far as it is within its power and not contrary to legal regulations, is willing to give to the other companies, on current agreement conditions, the rights to the use of the invention for the purposes of the production, use and sale of products within the Licensed Field under any patents outside its territory.

It is foreseen that in cases where the receiving company (licensee) is not interested in an exclusive licence for the purposes mentioned above, it will be reserved a non-exclusive licence for these purposes.

This provision shall apply both to offers of licences made in the past and to those to be made in the future.



*Exhibit 813*

This arrangement is only to be applied to associated companies which in general act or will act reciprocally.

The expression "associated companies" as used above is meant to cover any company which has or will acquire a licence of the character described in Article XIV, paragr. a) of the agreement of 1920, and further the firm E.I. Du Pont de Nemours & Co., Wilmington, Delaware, U.S.A.

TITANGESELLSCHAFT m.b.H.

(sign.) BRÜGGEMANN p.p. F.RASPE

TITAN COMPANY INC.

Vice President

## Exhibit 814

Letterhead of

TITAN COMPANY, INC.

GJ/AK

Paris, January 23rd, 1939.

C. F. Kaegebehn Esq.  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Kaegebehn,

I acknowledge receipt of your cable of January 18th,  
as follows:

" RE YOUR LETTER ROCKWELL DECEMBER  
" 29 PAGE THREE SUGGEST AGREEMENT  
" TITAN NATIONAL LEAD FOR SAKE UNI-  
" FORMITY AND TO GIVE EFFECT NATIONALS  
" APPROVAL WHOLE ARRANGEMENT STOP  
" PLEASE CABLE COMMENT ALSO DATE  
" AGREEMENTS B.T.P. TITANGESSELLSCHAFT  
" SOCIETE INDUSTRIELLE IF CONCLUDED "

and have cabled you today :

" AGREEMENTS EXTENSION LICENSED FIELD  
" APPROVED BY PROTITAN TITANGESSELL-  
" SCHAFT AND NOT YET SUBMITTED SOCI-  
" TITANE STOP CONCLUSION OF AGREE-  
" MENTS AWAITS APPROVAL TITANINGS  
" BOARD BEFORE I SIGN FOR TITANIC STOP  
" SUGGEST LEADCO EXPRESS BY LETTER  
" AND POSSIBLY BOARD RESOLUTION ITS

*Exhibit 814*

"APPROVAL OF THESE AGREEMENTS AND  
"UNDERTAKE TO HANDLE THESE MATTERS  
"IN THE SAME SPIRIT, STOP LETTER FOL-  
"LOWS".

The agreements concerning the extension of the exchange of patent licences can be divided up in two different questions.

The one is the exchange of licences between Titan Company Inc. and the associated company in question, concerning the patents owned by these two companies.

The other is the grant of sublicences. You will note that the first paragraph on page 2 says: "This agreement is only to be applied to associated companies which in general act or will act reciprocally".

The Licensed Field in the agreement of 1920 between Titan Company Inc. and National Lead Company is so wide that the extensions mentioned in the agreements now under consideration are, as far as I can see, not likely to go beyond the Licensed Field in the 1920 agreement. If, however, New York, is of a different opinion, then it would be advisable to make an agreement as regards this matter. If not, better leave it out, as it might seem incongruous.

The second matter involves an obligation for Titan Co. Inc. only to give sublicences—on subject matters outside the Licensed Field as defined in the agreement between Titan Company Inc. and its licensor—if the sublicensee in general acts or is willing to act reciprocally.

Between the National Lead Company and Titan Company Inc. there cannot be any question of this, if the Licensed Field, as I take it, covers the subject matters dealt with in the extension arrangements.

*Exhibit 814*

However, it is in the spirit of the extension agreements that this condition of reciprocity, as regards inventions which are outside the Licensed Field as defined in the respective agreements, applies also for sublicences to be given; for instance National Lead Company should only give the Canadian Titanium Pigments (or any other of its licencees) sublicences under any such patent under which it is licenced, provided the Canadian Titanium Pigments is willing to reciprocate.

Whether this second matter should be dealt with by a formal agreement or by a letter amounting to an agreement, I leave to New York to decide. It seems to me that a letter from National Lead Company to Titan Company Inc., in which National Lead Company takes note of the agreement for the extension of the exchange of patents, expresses its approval of the arrangements and declares that they will handle their licences in the same spirit, will be sufficient, particularly if this letter is based on a board resolution.

The next matter to attend to for the National Lead Company seems to me to be an agreement between National Lead Company and Canadian Titanium Pigments on the same lines as the extension agreements between Titan Company Inc. and the European associates, now under consideration.

You will note that on page 2, paragr. 5 of my letter to Mr. Rockwell I have said :

" The firms have the right at any time to withdraw from  
" this wider exchange of licences with one or more of the  
" associated companies, if they find that the spirit of

*Exhibit 814*

"reciprocity in that quarter has not been adhered to, but Titan Co. Inc. can act until an expression of dissatisfaction has taken place, and will consequently in all probability be able to exercise its influence in time to maintain the good cooperation."

You will appreciate that if Canadian Titanium Pigments or any other licensee, resp. sub-licensee, of National Lead Company, does not reciprocate, this will in time provoke a reaction on the part of our associated companies and lead to a reservation from these as regards the grant of licences under patents with subject matters outside the Licensed Field of their agreements with us, i.e. outside their present obligations.

The whole arrangement is, as you will note, elastic, as it is voluntary whether such patent applications or patents (outside the respective Licensed Field) are offered or not, and also voluntary, by offering the same, whether reservations are to be made or not, but nevertheless the arrangement has its advantages, as it lays down more formally a broader spirit and a willingness to cooperate beyond the Licensed Field.

With kindest regards,

Yours very truly,

G. JEBSEN

Copy to Mr. Rockwell  
" Garesché.

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Exhibit 815

February 17th 1939.

SJH/AK

Société Industrielle du Titane  
26, rue de la Pépinière  
Paris

Dear Sirs,

*Re the extension of the exchange of patent licences between Titan Company Inc. and its associated titanium companies.*

Referring to conference, we beg to confirm the following:

It has been the practice to exchange licences in patent cases covering subject matters which are partly or wholly outside the Licenced Field as defined in the respective Licence Agreements, but which are of interest for the production, use and sale of products within the Licensed Field, as for instance: recovery of materials used in the titanium industry (e.g. sulphuric acid), utilization of by-products (e.g. copperas), production of extenders, apparatus and the use of titanium pigments and compounds as well as of by-products and extenders.

It is agreed that when such patent applications or patents are offered by one associated company to the other associated companies, it means—unless reservations are made—that the inventor company (respectively the company granting the licence) as far as it is within its power is willing to give, on current agreement conditions, to the other companies, rights to the use of the invention for the purposes of the production, use and sale of products within the Licenced Field under any patents outside its territory.



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*Exhibit 815*

It is specifically understood that in cases where the receiving company (licencee) is not interested in an exclusive licence for the purposes mentioned above, it will be reserved a non-exclusive licence for these purposes.

This agreement is only to be applied to associated companies which in general act or will act reciprocally.

The expression "associated companies" as used above is meant to cover any company which has or will acquire a licence of the character described in Article XIV, paragraph) of the agreement of 1920, and further the firm E.I. Du Pont de Nemours & Co., Wilmington, Delaware, U.S.A.

For the sake of order we should be obliged if you would kindly confirm your agreement to the above and remain

Yours very truly,

TITAN COMPANY INC.

(Sign.) G. JEBSEN  
Vice President

## Exhibit 816

## CONVERSATIONS—LE ZOUTE—JUNE 28th 1939

&gt; DR. JEBSEN

- DR. RASPE

MR. STOPFORD

MR. KAEGEBEHN

It was suggested that, when one of the associated companies open up a new field of development and apply for patents and circulate research reports covering their initial work within that new field, the other associated companies consult with the first company (for purpose of these notes hereinafter called "the original inventor company") before applying in their respective territories for patents on improvements made by them in the new field opened up by the original inventor company.

This suggestion was discussed in Le Zoute on June 28, 1939.

It was put forward, on behalf of the National Lead Company, (Tit. Div.) that, although this company wished always to respect the priority of a new development opened up by one of the associated companies and to afford proper credit to the individual inventors of those companies, certain special considerations applied in the United States particularly those arising from the Patent Laws and Patent Office Procedure which made it desirable to apply for patents in the United States rather promptly after completion of the invention and in the name of the individual American inventor, or inventors. For instance a technologist of National Lead Company (Tit. Div.) might make an inventive (i.e. patentable) improvement in a field open up by one of the

*Exhibit 816*

European associated companies. In such case two important considerations existed why the United States patent application should be applied for in the name of the American inventor and on behalf of the National Lead Company:

a) One of the bases of validity of a United States patent is that it must be filed in the name of the actual inventor or inventors. Hence, it would not be possible for National Lead Company to hand over the improvement invention to be patented in the United States in the name of Technologists of the "original inventor company".

b) Should National Lead Company hand over the improvements to be filed as a patent application by the original inventor company in its territory before applying for a patent in the United States, then if an interference developed in the United States the improvement application would have to stand on the date of the filing of the first Convention date and not upon the actual completion of the invention in the United States by National Lead Company which latter date would, in every case, be earlier than the former, i.e. Convention, date.

Furthermore, it was noted that two disadvantages might develop if such the foregoing suggestion was applied:

a) Fewer patents might be applied for because it was conceivable that the original inventor company might not desire to have the improvement patent applied for, or did not regard it as patentable in their territory.

b) Differences of opinion, which might best be avoided, might arise as to whether or not a given subject matter developed by one of the associated companies was, in fact,

*Exhibit 816*

an improvement in some field open up by another of the associated companies.

It was submitted that the interests of all the associated companies was best promoted (1) by permitting the developments of each member to stimulate every other member to make new improvements in these developments and (2) by each company taking out in its own territory as many and as strong patents as could be secured.

It was, therefore, proposed that, in the future, each of the associated companies should be free to apply for patents, in its territory, on improvements made by its technologists in fields opened up by other associated companies but that the company applying for the improvement patent would not apply for patents in the territory of the original inventor company without first consulting the original inventor company and should, for any reason, the original inventor company desire that the improvement be not applied for in its territory, the application would not be filed. It was further proposed that this principle be applied to fields of development suggested, i.e. opened up, by means of the research reports which are circulated throughout the associated companies as well as to the fields of development suggested by the patent applications of the associated companies which are applied for in their respective territories.

It was agreed that the principle described in the preceding paragraph should be approved by the associated companies and put into effect.

Mr. Stopford mentioned, on behalf on the British Titan Products Company, not, however, as proposal but merely to air the view, that it might be desirable that each of the associated companies take over entire control of the patent

*Exhibit 816*

situation within their respective territory, deciding which applications should be applied for, the preparation of the patent applications, the prosecution of the applications etc., and taking title to the patent. Dr. Jebsen pointed out the trend of the international cooperation between the associated companies was wholly in this direction and that such an arrangement might well develop in the not too distant future.

Sign. C. F. KAEGEBEHN

Paris, July 11, 1939

iab

## Exhibit 817

## RESOLUTION

RESOLVED, that this Corporation hereby approves of the principle of handling patent applications relating to improvement inventions made by any of the associated companies on the basis of original developments of a different associated company, as contained in the minutes of that certain conversation which took place at Le Zoute, Belgium on June 28th, 1939, attended by Messrs. Jebesen, Raspe, Stopford and Kaegebehn, the minutes of which conversation, signed by Mr. Kaegebehn, dated Paris, July 11, 1939, were read at this meeting.

To wit: In the future, each of the associated companies shall be free to apply for patents in its territory on improvements made by its technologists in fields opened up by other associated companies but that the company applying for the improvement patent will not apply for patents in the territory of the original inventor company without first consulting that original inventor company, and should, for any reason, the original inventor company desire that the improvement patent be not applied for in its territory, the application will not be filed; it being understood that this principle will apply to fields of development suggested, i.e. opened up, by means of the research reports which are circulated throughout the associated companies, as well as to the fields of development suggested by the patent applications of the associated companies which are applied for in their respective territories, copies of which are circulated throughout the associated companies.

August 30th, 1939

C. F. Kaegebehn



## Exhibit 818

COPY

October 5th, 1939

Dr. G. Jebsen  
c/o Titan Co. A/S  
Fredrikstad, Norway

*Re: Conversations in Le Zoute  
June 26, 1939. — Patent Matters.*

Dear Dr. Jebsen:—

Your letter of September 15th, 1939 was duly received, and I wish to thank you for your effort to clear up the difference in interpretation between Mr. Stopford and myself, regarding the disputed passage in my notes on the Le Zoute conversations.

Within the past few days, I have discussed with Mr. Cole the draft of resolution to make official the acceptance of the principle of the Le Zoute conversations by Board resolutions of both National Lead Company and Titan Company, Inc.

In the meantime, copy of Mr. Tasker's letter to you with respect to the effect of the British war regulation on the exchange of information between British Titan Products and even a neutral party, such as yourself, has been received. I may mention that Canadian regulations follow the British very closely, and there is being created here a situation which will, I am afraid, act to prevent exchange of information from the Canadians to ourselves. (This situation is more fully discussed in a separate letter).

Mr. Cole and I are of the opinion that since this war situation is apparently going to exert a very considerable effect upon the cooperation between the associated com-

*Exhibit 818*

panies, it might not be desirable at this time to pass resolutions between the Boards of National Lead Company and Titan Co., Inc. regarding the principle of the Le Zoute meeting. This principle deals with coopération between a group consisting of several companies, some of which are neutrals and others belligerents, which principle, in view of the present situation, cannot be applied as between belligerents. It would further appear that the present restrictions in Great Britain and Canada will probably militate against even applying the principle as between certain belligerents and the neutral members of the group. In view of this we considered it better to withhold entering the approval in the minute books of the Boards of National Lead Company and Titan Co., Inc. at this time. Mr. Cole has placed notice of this matter, together with the draft resolution, in the minute book of Titan Co., Inc., and it will be held there until such time as we are able to advise him that in view of a changed situation the principle can formally be approved by the respective Boards of Titan Co., Inc. and National Lead Company.

If, contrary to our opinion, you think that the resolution should be put through at this time, I am sure the matter could be attended to promptly. Will you please let us have your comments.

With kind regards,

Yours very truly,

CFK:JL

c.c. Mr. M. D. Cole

Mr. C. F. Garesché

*Exhibit 818*

RESOLVED, that in consideration of the like agreement on the part of National Lead Company (as successor in interest to Titanium Pigment Company, Inc. under that certain Agreement dated July 30, 1920, between the last named company and Titan Co. A/S, (predecessor in interest of this corporation), and on the part of the various licensees and sublicensees of this corporation and of said National Lead Company within the "Licensed Field" as defined in said Agreement dated July 30, 1920, or as otherwise defined in any given case with the consent of the other party to said Agreement, (said parties to said Agreement and all such licensees and sublicensees being hereby referred to collectively as "associated companies"), this corporation agrees to adopt the following procedure with respect to the patenting of any invention conceived by it which is in the nature of an improvement on any new development within said Licensed Field suggested and communicated to it by any other of said associated companies, whether in the form of specific patent applications or of research reports circulated among said associated companies: that it will, and shall have the right to, apply in its own name for patent on any such improvement invention conceived by it, in any country within the territory of its exclusive patent rights within said Licensed Field which it may elect, but that it will not, without the prior approval and consent of the original inventor company which conceived such new development, apply for patent on such improvement invention in any country within the territory of the exclusive patent rights of said original inventor company.

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Exhibit 819

COPY

Paris, March 22, 1933.

Dr. Bruggemann  
I. G. Farbenindustrie Akt. Ges.  
Leverkúsen I. G. Werk

Dear Dr. Bruggemann:

At the last meeting on Friday the 17th I made a request that care would be taken also to bring formally into order the agreed extension of the territory of Titangesellschaft.

In connection with this I have to specify the countries which since the agreement was made have been included in the territory of Titangesellschaft:

Poland and Portugal—since 1930  
Danzig — “ 1931.

In addition to this we have given to Titangesellschaft the right to sell in the below mentioned South American countries.

As you know special agreements are prevailing agreeing to the contract of 1920 between the Titanium Pigment Company and the Titan Company concerning South America, concerning patent rights, etc., and both of these firms have the right to sell in South America. The transfer of our rights regarding the below mentioned South American countries remain subject to the conditions of this agreement (the agreement of 1920).

*Exhibit 819*

Argentina—since July 25, 1932

Brazil <sup>12</sup> March 1930

Bolivia

Columbia

Ecuador

Peru

beginning 1933.

Paraguay

Uruguay

Venezuela

Chili

I shall be much obliged if you will let me have your proposal as to an exchange of formal letters or a supplement to the agreement for the purpose of the formal regularization of our contracts.

With kindest regards,

Yours very truly,

JEBSEN

## Exhibit 820

Titangesellschaft m.b.H.

*Translated from German.*

Leverkusen, September 25, 1933.

Titan Co. Inc.

Att. Dir. Dr. Jebsen

Paris

Referring to our conference with Dr. Jebsen, held at Leverkusen, March 18th and 19th 1933, we beg to confirm herewith, for the sake of order, that the countries enumerated below are to be considered the territory of our Company:

Germany, Russia, Austria, Hungary, Czechoslovakia, Switzerland, Roumania, Jugoslavia, Bulgaria, Greece, Turkey, Japan, China, Spain, Portugal, Poland, Danzig, South America (excl. Guiana).

The rights resulting from the agreement of 1920 between the Titanium Pigment Company and the Titan Co. A/S, concerning South America, are not affected by our arrangement with your Company.

Kindly confirm your agreement to this arrangement in writing.

Yours very truly,

TITANGESELLSCHAFT m.b.H.

(sign.) Kühne (sign.) Brüggemann



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Exhibit 821

COPY

Paris, October 10th 1933.

SJH/AK

Titangesellschaft m.b.H.  
Leverkusen I.G. Werk..  
bei Köln a/Rh.

Dear Sirs,

We beg to acknowledge receipt of your letter of September 25th and to confirm, that the countries enumerated and as below specified are to be considered the territory of your company, but that South-America (exclusive of Guiana) is included only to the extent that such inclusion is compatible with the provisions of the agreement of July 30th 1920 between the Titanium Pigment Company Inc. and this corporation, as successor in interest of Titan Co A/S.

*Territory:*

Germany, Russia, Austria, Hungary, Czechoslovakia, Switzerland, Rumania, Jugoslavia, Bulgaria, Greece, Turkey, Japan, China, Spain, Portugal, Poland, Danzig, South-America (exclusive of Guiana).

Very truly yours,

TITAN COMPANY INC.

by G. JEBSEN (sign.)

Vice President

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Exhibit 822

Letterhead of  
TITAN COMPANY, INC.

Paris, October 17th 1933.

SJH/AK

M.D. Cole Esq.  
Secretary  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Cole,

For your files, please find enclosed copy of Titangesellschaft's letter of September 25th, together with English translation, as well as copy of Dr. Jebsen's reply in the name of Titanine of October 10th, fixing the present territory of Titangesellschaft, that is the previous territory to which has been added Portugal, Poland and Danzig, and, with certain reservations, South America, in accordance with the authorization given Dr. Jebsen by the Board of Titan Co. Inc.

Yours very truly,

S. J. HENRIKSEN

*Copy to Mr. Beschorman.*

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Exhibit 823

Letterhead of  
TITAN COMPANY, INC.

Paris, February 23rd 1935.

/AK

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

Enclosed please find, translated from German, minutes  
No. 19 from Board Meeting in Titangesellschaft, held Jan-  
uary 17 and 19, 1935.

Yours very truly,

S. J. HENRIKSEN

*Same letter sent Mr. Cornish.*

Minutes No. 19.

January 21, 1935.

MINUTES FROM CONFERENCES RE TITANIUM  
WHITE MATTERS IN BERLIN, 17.1.1935 AND IN  
LEVERKUSEN, 19.1.1935.

|                    |                     |
|--------------------|---------------------|
| Present: Dr. Kühne | ( 17 and 19.1)      |
| Dr. Jebesen        | ( 17 and 19.1)      |
| Dr. Brüggemann     | ( 19.1.)            |
| Weber-Andreae      | ( 17.1.)            |
| Borgwardt          | ( 17.1.)            |
| Iuell              | ( 19.1.)            |
| Raspe              | ( 17 and 19.1)      |
| Koziol             | (                   |
| Hanssen            | ( (Part time 19.1.) |
| Schwenk            | (                   |

- 1.) The British Titan Products Co. is authorized to supply the Unilever factories in the territory of Titangesellschaft, provided the business remains within the present frame and at the prices fixed by Titangesellschaft for the countries in question. The profit on this business is to be credited Titangesellschaft.
- 2.) Mr. Borgwardt's proposal for an agreement regarding Japan is approved. With regard to the pool-contract, Mr. Borgwardt will submit a new draft on account of certain changes.
- 3.) Krebs Coloured Pigment Patent Application (U. S. Appl. No. 714.685)

---

Dr. Jebesen reported about his negotiations with Mr. Rupprecht of Krebs Pigment and Color Corporation. He had asked Mr. Beschorman to inform Mr. Rupprecht that Titangesellschaft could not accept to rep-

*Exhibit 823*

resent the Krebs Pigment & Color Corporation with regard to the patent application. They would, however, be glad to discuss more fully the question of a license when a patent is granted.

It was agreed, in case of a patent application by Krebs, to be as considerate as possible. However, T.G. must reserve itself the right to formally raise opposition in order to protect its opposition rights. It is intended, however, to start with, to word the opposition so that it can be withdrawn at any moment without prejudice for the possible grant of a patent. It would then be a question of awaiting the developments of the negotiations with Krebs, started by Dr. Jebsen, regarding a general interchange of patents. It was agreed that in principle a free interchange of licenses was desirable. Dr. Jebsen requested that this matter be treated confidentially, also towards members of the Blumenfeld group.

## Exhibit 824

Letterhead of  
TITAN COMPANY, INC.

No. 134.

GJ/AK

Paris, April 26th. 1935.

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U. S. A.

Dear Mr. Beschorman,

Re: HONG-KONG.

You may remember that B.T.P. claimed the right to sell in Hong-Kong, as the city belongs to the British Empire. T.G.m.b.H. has been selling there, considering it part of China. T.G.m.b.H. acknowledged that it does belong to the British Empire, but an unsatisfactory situation could arise, Hong-Kong being an important port to China and goods easily trespass the Chinese frontier.

After various discussions with the B.T.P. people, I was authorised to inform T.G.m.b.H. that B.T.P. was willing to give them the Hong-Kong market. Compensations on various lines were suggested, particularly a royalty payment or the right for B.T.P. to deliver to Pinchin Johnson's factories in China. I suggested that it should be left to the Germans to offer a compensation, as both Dr. Kühne and Mr. Weber-Andreac were reasonable people and sensitive to a gesture—and this was accepted.

Taking it up with Kühne, Brüggemann and Borgwardt, on these lines, I found that Borgwardt was not in favour



*Exhibit 824*

of the mode of compensation which had been considered within the B.T.P. He was afraid that the deliveries to Pinchin Johnson's Chinese factories might develop into a request of deliveries also to the firm's factories in other parts of T.G.m.b.H.'s territory. Borgwardt suggested as compensation either

- 1). The profits on the sales to Hong-Kong to be paid to B.T.P., similar to the arrangement we have for deliveries by B.T.P. to Unilever's factories in T.G.m.b.H.'s territory;      or
- 2). The profit on B.T.P.'s deliveries to Unilever's factories in T.G.m.b.H.'s territory.

B.T.P.'s board has accepted the first alternative, and the matter will now be settled on these lines.

The discussions which took place about this matter were all in a friendly spirit.

With kindest regards,

Yours very truly,

G. JEBSEN

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No. 51.

Exhibit 827

Letterhead of

TITAN COMPANY, INC.

GJ/AK

Paris, February 2nd 1934.

William C. Beschorman Esq.  
 Executive Vice President  
 National Lead Company  
 111 Broadway,  
 New York City, U.S.A.

Dear Mr. Beschorman,

*Sales Development Committee B.T.P.*

The sales are developing well in United Kingdom.

| <i>January sales in</i> | <i>1933.</i> | <i>1934</i> |
|-------------------------|--------------|-------------|
| Standard T .....        | 98 tons      | 163 tons    |
| Extra T .....           | 24 "         | 51 "        |
| TiO <sub>2</sub> .....  | 36 "         | 70 "        |
|                         | <hr/> 158    | <hr/> 284   |

Oversea sales are small, chiefly due, I think, to the agencies not having been appointed. The committee considered these, and accepted I.C.I.'s offer to take Egypt, Palestine and Straits Settlements; for Straits Settlements it was considered advisable to make an arrangement with Arnold Meyer, our present representative,—giving him a preference price,—and prevent him from taking over Laporte's agency. Goodlass Wall people have reported favourably on Titan Co A/S' South-African agents; the firm is good,

*Exhibit 827*

but I thought somebody could be found who was more familiar with the trade. Re Australia and New Zealand, further investigations are considered necessary. Greeff put forward their New Zealand connection but not the Australian.

---

Mr. Thompson and Mr. Stopford submitted a proposal to reduce all oversea prices as per enclosed copy—to be based on the present English prices before duty paid.

This will mean a considerable reduction of the profit, but, what is worse, the profit Greeffs thus calculates is based on B.T.P.'s cost price from Leverkusen (without interest on capital) and this is lower than B.T.P.'s will be for quite some time in Billingham.

The estimated cost of  $\text{TiO}_2$  pigment in Billingham (1600 t.p.a.) is £46.0.0. Assuming same freight from Billingham as from Rotterdam to for instance South-Africa (and it will be higher) the suggested price will only leave a gross profit of 38% of cost price.

With these prices established—the next thing will be—the English customers, when Billingham starts, to request a price giving B.T.P. the same price ex Billingham as for oversea deliveries.

The Australian prices for  $\text{TiO}_2$  are already so low, due to specific competition, and I pointed out that this was used against the Germans, by an English firm asking for quotation for a daughter-company in Brazil. Thus, the Germans find sales of their own product used as argument against the German prices.

All seemed to agree that this ought not to be so.

Last autumn Mr. Thompson asked permission to deliver to Lever Bros' factory in Switzerland, under their contract

## Exhibit 827

based on English prices. The Germans agreed to this, provided the profit was turned over. I find now, that Thompson has calculated in the same way and not used a price equivalent to the English inland price; but a cif price, duty unpaid. Such low price was entirely unnecessary and I am surprised of Thompson's action and way of reasoning, which can have most unfortunate results. The Germans are probably not aware of this yet, but I do not look forward to their comments with pleasure, if they find it out.

It was agreed by the committee, and later by the Board (Tasker not being present in the committee), to retain prices and only lower them if competition made this necessary.

Thompson asked me somewhat suddenly and heated: "Do you mean, Dr. Jebesen, that B.T.P. is dependent on Titangesellschaft for the fixation of its prices"? I answered: "No, with the exception that we all live in the same world." Major Barley agreed and pointed out that there is quite some talk of a devaluation of the German Mark with 40%, in which case the Germans would be able to sell very cheap.

In my opinion, the Germans should be more tempted to reduce prices, with their low costs, the new extension and the British market dropping out. They had, though, not found that the possibilities of extensions with the present prices were exhausted, and, with out present developments, I did not see that we should start an unnecessary reduction of the prices.

Thompson pictured a future with large sales and lower prices: I told him that we had fixed that policy when we planned the factory, which provides for an extension to 3000 tons  $\text{TiO}_2$  with an extra investment of only 8 to

*Exhibit 827*

10,000 £. The price reduction should, though, be made gradually, as we exhausted the possibilities of the markets which can pay higher prices. I asked them also to have in mind that the new factory is not likely to produce at £46.0.0 per ton  $\text{TiO}_2$ , immediately. We must be prepared for higher costs in the beginning and, with the considerable overhead and propaganda expenses—not included in the production costs—we will do well in not precipitating price reductions. I am inclined to think the low costs in Leverkusen have made things too easy.

I enclose two memos regarding the formation of international committees for cooperation on sales, and will suggest to have formed similar committees for manufacture and research—these last to work in line with the scheme for cooperation I understand is developing on your side and which I very much welcome.

These two suggestions were much welcomed by all, except Mr. Thompson, who asked if it was my intention that the parties should let open entirely their various sales methods and experience, etc. I thought it would be a matter of "give and take" and development of mutual confidence. Tasker meant that, with sales territories divided, there should be no objection to a full exchange. Mr. Stopford later informed me that Thompson afterwards has tried to enlist him for a policy of B.T.P. acting without regard to the continental firms, which he had opposed.— I do not see anything else in Thompson's attitude than agency firms usual disinclination to give information away re their business, and a desire to have the largest possible turnover,

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*Exhibit 827*

and think Thompson will cooperate all right, once the situation is established.

---

I hope a cooperation can be established between the Titanium Pigment Co. and these international committees.

They will have to develop their field of work and cooperation. My proposals for reports are only meant as suggestions for a start.

Exchange of technical sales service experience takes, as you know, already place—it was established when Mr. Hagar was over—and this forms a very good basis for further development.

Reports on the subjects 1, 2 and 3 (memo I) are given by me for the most parts in my annual reports.

Please consider if similar information from Titanium Pigment Co. could be sent us.

With kindest regards,

Yours very truly,

G. JEBSEN

P.S.—

February 6th

I enclose copy of my letter of even date to R. W. Greeff & Co.



## Exhibit 826

## INTERNATIONAL SALES COMMITTEE.

MINUTES FROM MEETING HELD IN PARIS  
MARCH 1st and 2nd 1934

Present: Dr. Jebsen (chairman) Mr. Thompson  
Dr. Kühne (partly) " Stopford  
Dr. Raspe " Gilbert  
Mr. Borgwardt " Anker  
" Henriksen  
" Ravner (secretary)

1. *Election of Chairman and Secretary.*

Following Mr. Thompson's proposal, Dr. Jebsen was unanimously elected Chairman of the Committee. Mr. Ravner was elected Secretary.

2. *Sales and Price Statistics.*

The following statistics were distributed:

- a) Annual deliveries in the last 5 years in the most important markets.
- b) Diagram of deliveries 1922-1933.
- c) Lowest official prices of "KRONOS" pigments in various countries with corresponding net prices fob Leverkusen per January 1934, as well as prices of competitive products and the ratio of Standard T and  $\text{TiO}_2$  prices to the price of Lithopone.
- d) Cost of mixtures of  $\text{TiO}_2$  with Blanc Fixe to give a product of the same tinting strength as Standard T and Extra T in various countries.

*Exhibit 826*

e) Distribution of the deliveries of Titanium pigment over the various kinds of industries in the most important countries.

f) Data regarding the artificial silk industry

### 3. *General Review of Market Conditions.*

|                           |                    |
|---------------------------|--------------------|
| Mr. Thompson representing | B.T.P.             |
| " Borgwardt               | T.G.               |
| " Gilbert                 | Sté Ind. du Titane |
| " Ravner                  | Titan Company Inc. |

gave a general review of the conditions and their experience from the sale in the respective markets.

### 4. *Price Policy.*

Mr. Ravner outlined the experience in the various markets as to the price-value of "KRONOS" pigments compared with the other white pigments.

The indication is that at the same price per unit of tinting strength as in 30% Lithopone; resp. 60% Lithopone and Zinc Sulphide, a large market can be expected but a considerable development is still to be foreseen at higher prices.

In the Scandinavian countries which chiefly use Zinc Oxide and where pigments are chiefly consumed by the master-painters and the public, Standard A can expect a very extensive general use at a price equal to Zinc Oxide. At the higher prices hitherto applied and up to 30% above Zinc Oxide a smaller but not inconsiderable part of the market is held.

The business depression of the last years and the unstable exchange situation have led to very irregular prices

*Exhibit 826*

for the competitive pigments in the various markets, which have in turn led to a discoordination also between the prices for the "KRONOS" pigments.

The situation was thoroughly reviewed, all members contributing to the discussion and generally approving Mr. Ravner's exposé.

Laporte's beginning competition at very low prices on the British Oversea markets, Holland and Belgium were particularly mentioned.

In Great Britain a price agreement between Laporte and B.T.P. Co. exists.

It was agreed that it was desirable to aim at a coördination of prices, but under the present unsettled international conditions and the different stages of development of the sales in the various countries, it was necessary for each company to have a considerable liberty in the fixation of prices.

However, it was by all considered advisable to avoid as far as possible price quotations which could have a disturbing effect on prices in other countries.

Dr. Jebsep put forward the following proposal which was approved by all members:

a) Prices for deliveries—duty unpaid—should be based on a price F.O.B. Leverkusen not below:

|                      |           |
|----------------------|-----------|
| for TiO <sub>2</sub> | Mk. 900.— |
| Extra T              | " 525.—   |
| " Stand.T            | " 335.—   |
| " Stand.A            | " 331.—   |

These prices to be calculated by deducting from the actual sales price 5% commission on sales price, freight and insurance.

*Exhibit 826*

- b) Prices for deliveries with duty paid can be made correspondingly lower, if competition with other pigments makes it necessary.
- c) The above minimum price to apply also for large contracts. Quotations below these, only to be made, when forced by competition from other Titanium manufacturers, or if the exchange situation brings price reductions, which can not at once be recovered. Such quotations and cases to be reported immediately to the Paris office for information to all members.
- d) These basic prices to be rediscussed at the request of any member of the Committee.

*5. Future Exchange of Statistical Information.*

Mr. Borgwardt and Mr. Ravner had been asked to propose standard schedules for sales statistics.

It was agreed that Mr. Ravner should prepare and circulate among the members the proposals for such schedules which were discussed and agreed upon in principle, and which should contain the following information:

*a) Deliveries.*

The schedule should specify the deliveries of each quality, calculated as  $\text{TiO}_2$ , separately for each country, in which deliveries exceed 20 t. (as  $\text{TiO}_2$ ), while the countries where deliveries amount to less should be grouped together. The schedule to contain a column of the preceding year.

*b) Prices.*

The schedule should give the lowest prices generally applied for "Kronos" and competitive pigments. The

*Exhibit 826*

prices to be stated in the currency of the country in question as well as in German Marks; with indication of rate of exchange.

c) *Quantities delivered to the different industries.*

The division of groups of industries was carefully considered and agreed upon.

The above-mentioned statistics should be established for the periods January 1st to June 30th and January 1st to December 31st of every year and sent to the Paris office for distribution among the members.

In addition the members will immediately advise the Paris office, for notification of all members, of any change in the prices amounting to more than 5%.

6. *Possible New Outlets.*

Possible new outlets were discussed and particularly were considered the following; mentioned by Mr. Borgwardt and Dr. Raspe:

a) *Electrical welding.*

In Germany there are two customers for Titanium Oxide for this purpose, using 1 to 2 tons a year. In Belgium linenite Black has been sold for the same purpose.

b) *On roads.*

There is a demand for products to make the edges and division lines of automobile roads white, a product that could be incorporated in the road material. Titanium White has been tried and is partly used in road paints in various countries.

## Exhibit 826

It is though probably still too expensive for these purposes.

- c) *In the porcelain industry*, as insulating material, particularly for the radio industry. The high dielectric constant of titanium oxide looks promising.

According to Landolt-Boernstein (1912) the constants are for the following products:

|           |                          |
|-----------|--------------------------|
| Rutile    | 89 to 173, in powder 110 |
| Brookit   | 78                       |
| Zirconium | 12, 8                    |
| Quartz    | 4, 69                    |

A German firm has ordered 10 tons for test purposes. The price will presumably have to be reduced considerably.

- d) *In the glass industry.*

Tests in Germany have shown that glass containing up to 40%  $\text{TiO}_2$  has a specially high light refractive index, and forms together with lead compounds a good raw material for crystal glass and glass of high brilliancy.

Titanium oxide in the glass prevents ultra violet rays to pass through. It should therefore have possibilities in equatorial climate where the destruction of goods would be hindered if kept in containers made of such glass.

The possibilities of the calcium base pigments were also discussed, Dr. Jøsen and Dr. Raspe pointing to the results obtained in America, and the specific properties of these pigments. There is, however, no opportunity for manufacturing this pigment before towards the end of the year.



*Exhibit 826**7. Propaganda.*

Messrs. Thompson, Borgwardt and Gilbert gave a short outline regarding the propaganda work in the respective countries.

Dr. Jebsen, in making a résumé, stated that the propaganda had been made chiefly along two lines:

- a) industrial consumers,
- b) master-painters and the public.

As general experience it can be said, that personal propaganda was the most important and gave the best results, whereas printed matters and publications were only useful as an aid to personal propaganda, unless a very wide and extensive advertising campaign was undertaken in newspapers, as done in Norway and Finland and partly in Sweden and Denmark. This form for propaganda would, however, presumably be too expensive in other countries.

*8. Future meetings*

It was left to the discretion of the chairman to arrange for subsequent meetings of the Committee as and when desirable.

In principle a meeting should be held at least once every year.

C. J. RAVNER

## Exhibit 825

## INTERNATIONAL SALES COMMITTEE.

*Minutes of the Second Meeting**Held in London, October 3rd & 4th, 1934.*

Present: Dr. G. Jebsen (Chairman)  
Mr. E. Anker,  
Mr. H. Borgwardt,  
Mr. P. Gilbert,  
Dr. F. Raspe,  
Mr. C. J. Stopford,  
Mr. A. J. Thompson  
Mr. O. Ravner (Secretary).

## 9. CO-OPERATION WITH TITANIUM PIGMENT CO.

Dr. Jebsen informed the Committee that the Titanium Pigment Co., was willing to be represented at the annual meetings and the Committee welcomed this co-operation very much.

Dr. Jebsen put on record the resolutions passed by the Board of the Companies represented, according to which each Company has agreed to the formation of the Committee to the purpose of discussing sales questions of mutual interest and promoting co-operation and particularly to send in reports to the annual meetings concerning:

1. Sales results : Quantities and prices.
2. Statistics specifying the distribution to the various kinds of industries.
3. A general review of the market conditions, dealing with the price policy for our pigments in relation to competitive products

*Exhibit 825*

as well as the development of sales in specific important industries.

4. Possible new outlets.

5. Propaganda methods.

10. REVIEW OF THE MARKET CONDITIONS IN EACH COMPANY'S SALES TERRITORY.

Dr. Jebson asked the representatives from each Company to give their reports re market conditions.

MR. A. J. THOMPSON : ENGLAND.

The Sales figures which are before us in the statistics circulated previously to the members all indicate that the deliveries of Titanium show a steady increase.

In the *paint trade* it may be expected that the increase will continue but there is always the outstanding difficulty of chalking. We should be very much interested to hear whether any progress has been made in the direction of limiting this—to know of any special lines of research that are being followed. In parts of the American continent and in Australia we believe it is reduced to a minimum but under the conditions of climate of the United Kingdom it has so far prevented the general use of Titanium as an outside paint, and has limited it for the most part to undercoats or to admixture in limited quantities for top coats.

*Linoleum.* The situation in the linoleum industry is mainly a question of economics. They are fully alive to the merits and advantages of using Titanium pigments but find the cost prohibitive apart from a few special uses. Opinions differ in regard to the relative values of lithopone and

*Exhibit 825*

titanium oxide. In some directions we are advised that the price of Titanium Oxide must not be in excess of £60 per ton whereas we are told by others that the pigment affords distinct possibilities at a price of £70-£75 per ton.

*Artificial Silk.* The patent situation appears to have resolved itself and silk manufacturers in this country, with the exception of North British Rayon Co. Ltd. are using Titanium Oxide regularly. Courtaulds and Celanese are by far the largest individual users and of these Courtaulds are also using important quantities of Rayox. The consumption of other makers is so far less important but Titanium may be expected to have a steady development.

*Paper.* Considerable attention has been devoted to this industry during recent months. All the mills have been written to and most of the important mills have been called on personally. The progress made so far is not particularly encouraging although a number of mills have the product under test. There is only one firm in this country to our knowledge which is using Titanium on an important scale at the present time.

In the United States the paper industry has adopted Titanium much more extensively. One of our representatives who has recently returned from America suggests the following as an explanation. In this country the best writing and printing papers are made from cotton rag. This gives the paper good colour and opacity without the use of any loading. Esparto grass is also used for good quality papers and though inferior to rag, produces paper of good colour and opacity without the addition of opacifying agents. Mills that have been called on in the United Kingdom who make high-class papers of these types have given

*Exhibit 825*

the assurance that they obtain all the whiteness and opacity required without loading. Wood pulp is mainly used in this country for papers of lower quality, the price of which is cut so fine as to preclude the use of expensive loading materials. Practical trials made in collaboration with mills handling such types of paper (e.g., typewriting, manifold and general correspondence paper) have indicated that the increase of efficiency obtained by the substitution of a small percentage of Titanium Oxide for the ordinary loading is not comparable with the increased cost (the average price of ordinary loadings being £3. per ton). The point made by our agent is that in America, rag and esparto are not used to any extent. Wood pulp is used almost exclusively, even for high class papers where cost is not such a vital consideration. There is therefore greater scope for the introduction of Titanium Oxide to mask the comparative transparency and ready discolouration of wood pulp so as to produce with this cheap fibre the high quality obtainable with the more expensive fibres used in this country.

Deliveries for 9 months January/September 1933 and 1934 were:

|      | TiO <sub>2</sub> | 70%  | Extra  | Standard | Calculated<br>as pure |
|------|------------------|------|--------|----------|-----------------------|
| 1933 | 454.6            | 62.4 | 315.7  | 996.9    | 904.12                |
| 1934 | 753.6            | 60.1 | 492.15 | 1165.4   | 1333.19               |

showing an increase in terms of Pure of 47½%.

*Mr. P. GILBERT : FRANCE*

In spite of the rather accentuated crisis, which we are undergoing, the sales are progressing.

Compared with the first six months of 1933, the sales effected during the same period in 1934, have increased by

*Exhibit 825*

14% calculated as  $\text{TiO}_2$ . The fact, that through the price agreement established with Thann et Mulhouse, we are both quoting the same prices for titanium oxide, the French make is to a certain degree favoured by many buyers.

The progress of sales is not due to any particularly important new uses, but rather to an increase in the consumption by certain buyers—as well as some new clients.

On the other hand we have noticed a reduced consumption by other clients (for instance, Valentine), who have reduced the percentage of titanium in their formulae in order to diminish the disadvantages through chalking.

It can be mentioned, that the use of Titanium in the leather industry is becoming more general. In this direction we have had the satisfaction to carry out tests in an important tannery and to establish a method for use, which has facilitated its introduction into other tanneries or leather dressers.

In the paper industry, in spite of the fact that titanium makes it possible to obtain an amelioration of the quality with regard to whiteness and opacity - the high prices of titanium pigments compared with other fillers generally used, limit the use of same to high class papers only.

The firm Priou has established its mark "Ideal" with a percentage of titanium, and it is easy to appreciate the difference by comparing the publicity brochures, which we have just published - one part of which has been printed on paper without titanium, and the other one on paper marked "Ideal" containing titanium.

However, the firm Priou informs us, that the mark "Ideal" containing titanium, is very little asked for, as only few buyers are willing to pay the price asked.



*Exhibit 825*

Other tests made by the Papeteries Navarre on letter paper show a result, but with a percentage of 10% of Standard T. which is exorbitant and increases too much the price of the paper.

A development in this industry can only be arrived at through lower prices of Standard T. or  $\text{TiO}_2$ , and more accurate indications as to their use in the different qualities of paper.

With regard to the production of paper for electric insulation, a paper manufacturer seems to have obtained satisfaction, in as much as he has already passed three orders, totalling 2000 kgs.

The use of titanium in artificial silk is also becoming more general, and silk factories which hitherto had taken no interest in the production of flat silk are now making tests.

Cloth-printing is a new source for the use of Titanium in France. Some trials of little importance had been effected, but during the last months the interest for the use of titanium has increased, and we have supplied 4600 kgs. during the first six months of this year. We can thus expect a development from this side.

Titanium is to-day adopted for the production of paints and varnishes in quite an important number of formulae as a pigment basis, but principally in products of good quality and at rather high prices. In order to arrive at a more rapid increase in the consumption, the prices will have to be more in concordance with competitive products such as Lithopone and Zinc Oxide.

It must not be forgotten, that the use of 1000 kgs. of  $\text{TiO}_2$  replaces about 4/5000 kgs. of zinc white as tinting strength.

## Exhibit 825

An industry which could utilize Titanium to a larger extent is vitreous enamel. Quite recently an engineer specialized in this industry, wrote us, that he is convinced about the possibility of using it in all categories of enamel, for which the heating temperature is below  $850^{\circ}\text{C}$ . Above this temperature there is nearly always a combination of Titanium with the other elements of the enamels. The engineer in question is investigating whether it is possible to render  $\text{TiO}_2$  more stable in order to be able to use it in all current enamels, and he asks us if we have already some indication to give him, and if we have had good results in this direction.

We are now introduced to the Navy, to the State Railway Companies, to the East Railway Company, to the Paris-Lyon-Mediterranée, and we are on the point of being accepted by the Railway Company Paris-Orleans and Alsace-Lorraine. These administrations have accepted to attribute a higher purchase co-efficient for Titanium White than for that attributed for Zinc White owing to the more important hiding power of Titanium White.

Mr. E. ANKER : BELGIUM & HOLLAND.

The Sales during the first 9 months of the year, calculated as  $\text{TiO}_2$  have been:

In Belgium

123 tons, increase 22% over same period in 1933

" Holland

196 " " 32.5% " " " " "

Total 319 " " 28% " " " " "

*Exhibit 825*

In both countries the increase occurs in  $\text{TiO}_2$ , the sale of Extra and Standard being nearly the same as last year.

The reason is that our prices for the composite pigments are too high compared to the very low price of Lithopone and zinc oxide in the countries to allow any increase in the consumption.

Thus, the price of Standard T. in Belgium is 257% over 30% Lithopone and in Holland 250% over 30% Lithopone, that is to say higher than in any other country.

On the other hand, the sale of  $\text{TiO}_2$  has been able to develop nicely, this pigment not being in such direct competition with lithopone and zinc oxide.

In both countries the sales to the artificial silk manufacturers has increased, in Belgium these sales represent 33% of the total and in Holland 51%.

The most interesting sale as to possibilities in the future has been to the paper industry in Holland. In this country one big paper factory has worked regularly with Standard T. and wanted to place a contract for 20 tons—as we had already given our rock-bottom price, the Company did not give us this contract as they did not get any lower price. They have however, taken out 15 tons Standard T. this year, used chiefly in a ledger paper of high quality to improve whiteness and opacity.

The technical directors of this Company have asked us for a pigment containing china clay instead of blanc fixe, as the blanc fixe is heavy and has a rather low retention. A pigment containing 25%  $\text{TiO}_2$  and 75% china clay has been prepared in Fredrikstad and 200 kg. have been sold to this firm for trials—the results are not yet known.

A pigment containing china clay ought to interest us for the following reasons:

*Exhibit 825*

1. better retention than a blanc fixe pigment
2. lower production price
3. possibility of selling a pigment to the paper industry at a low price without interfering with our price policy for the other pigments and to the other industries.

Two other paper mills in Holland are buying regularly small quantities of  $\text{TiO}_2$ , preferring to work with the pure pigment and do the mixing themselves.

A trial order for  $\text{TiO}_2$  has been placed by an important cement factory wanting to use our pigment for white cement, in order to avoid the greenish shade which the white cement usually gets when submitted to high pressure, for example. when used for cement tiles.

Mr. H. BORGWARDT : GERMANY.

During 1934 we have increased our sales by 46% as compared with the same period in 1933. This increase refers not only to  $\text{TiO}_2$  but also to all the other qualities even Standard A. although the increase in the latter amounts to about 30% only.

Business with the master painters still suffers from the influence of chalking and therefore it will grow rather slowly.

In the industrial sales we have made good progress in the linoleum industry, in which the Betburg people have taken Standard T. at a monthly average of 40 tons, at a price of M. 35.75. We have good prospects to extend our sales to the big trust too, the Chairman of which has told us that after finishing their present tests which are satisfactory

*Exhibit 825*

in every respect up to now, they will take more quantities. The price offered by us of M.34 would suit them.

In the industry of artificial silk we have had a small increase but have not yet reached the figures of the beginning of last year. All the factories buy our product but they use it in a smaller percentage than they did formerly.

In the paper industry, we have made no progress worth mentioning.

We have some clients who buy titanium oxide or Standard T. for waxed paper, Bible paper, paper serviettes, air mail paper, coated paper etc., but the quantities consumed are extremely small.

We have succeeded, some days ago in making a big contract with the porcelain factory for the production of insulators. They have contracted for 200 tons of  $TiO_2$ , out of which 100 tons will be delivered by the end of July next, but they have told us that they expect to take much bigger quantities.

With regard to price we still maintain our policy of giving different prices to different customers and are not sticking to list prices. We have reduced the official basis price on the 1st October, and shall probably make another reduction on the 1st January next, when our lowest possible price will probably be

M. 100 per 100 kilo. of  $TiO_2$

M. 65 " " " " Extra T.

M. 40 " " " " Standard T.

For Standard A, we have not made a reduction recently, and do not intend to make one in the near future. By reducing these prices the price difference will be more and more level now.

## Exhibit 825

As regards competition, we have met with some competition from Laporte in Spain, but we have held our business by reducing the respective prices. In Japan, they have made some imports from sources which we have not yet been able to trace. We suppose that they come from Laporte too.

MR. RAVNER : SCANDINAVIA.

From the table "Quantities delivered" see "Statistics circulated re Sales and Prices first six months 1934" will be seen, that the sales have increased by 28% calculated as  $\text{TiO}_2$ . Especially on account of the sales to the rubber factories, which prefer to use Titanium Oxide, the sales of this pigment have increased considerably. The rubber industry in Norway and Sweden has in the first 6 months of this year bought 43 tons  $\text{TiO}_2$ . The most important rubber factory in Norway has now decided to replace lithopone with  $\text{TiO}_2$  together with chalk and other extenders.

Also the linoleum industry seems to be more interested to use titanium pigments. The reason for this is, that there is an increasing market for bright inlaid linoleum qualities (marmorated, jaspe, and so on) and it seems that such qualities when containing titanium pigments are more flexible and resist better the variation of temperature in these countries (from much below zero up to  $30^\circ\text{C}.$ ) without showing any tendency to crack, which has been the case with bright qualities containing lithopone. Bright inlaid linoleum containing 30% lithopone seem to contain too much pigment in relation to linoleum cement and therefore the quality is not so flexible and durable as qualities containing titanium pigment where less pigment can be used.

The paper industry has bought ca. 7 tons as  $\text{TiO}_2$ . In order to develop the sales to the paper industry in a some-



## Exhibit 825

what faster way, we have to work out technical methods, which will give better retention of titanium pigments in paper and thereby reduce the costs. Due to the good retention of china clay in paper we have produced a mixed pigment for trial tests in Norway, which contains 25%  $\text{TiO}_2$  and 75% china clay. Tests are running with this product in Holland and will also be tried in Scandinavia, as soon as we have results from these tests, they will be circulated to the members of the Committee.

Two porcelain factories are making tests with  $\text{TiO}_2$  for insulating material, and we await their results which may take a little time because they have to make mechanical and electrical tests with the insulators.

The paint industry—and especially the sale of Standard A. to painters—is the chief market in these countries.

|           |                                      |     |                |
|-----------|--------------------------------------|-----|----------------|
| In Norway | the sales to this industry have been | 78% | of total sales |
| " Sweden  | " " " " " " " "                      | 76% | " " " "        |
| " Denmark | " " " " " " " "                      | 87% | " " " "        |
| " Finland | " " " " " " " "                      | 97% | " " " "        |

## PRICE SITUATION:

The prices ruling at the end of June will be found in the circulated "Statistics, Section B."

On account of the very low prices of zinc oxide as well as the unstable exchange situation, our prices for Standard A. have been from 35 up to 48% above zinc oxide prices. English zinc oxide has found an increasing market in these countries on account of low quotations. In spite of the important difference in price, we have been able to increase our sales of Standard A. in Sweden, Denmark and Finland.

## Exhibit 825

Messrs. Laporte started a more active sale in Sweden at the end of June this year. The company quoted the following prices:

A) Grade 223 (25%  $\text{TiO}_2$ ) B) T.o8. (50%  $\text{TiO}_2$ ) C) Grade T. 82%  $\text{TiO}_2$

5 ton

parcels

30/6/34

|               |           |            |
|---------------|-----------|------------|
| £29/15/0 cif  | £44/15/0  | £63/15/0   |
| =Sw.Kr. 578.- | Kr. 868.- | Kr. 1236.- |

Our  
lowest  
price

Sw.Kr. 575.- Sw.Kr.1.000.-

The price of Extra T. was reduced to the same price as that of Laporte in order to meet this competition. Laporte are thus selling these products far below the English inland prices. The prices in England for 5 ton lots, carriage paid, are:

St.T. £33/5/Od. Extra T. £54/5/Od.  $\text{TiO}_2$  £90/5/Od.

Dr. Jebsen thanked the representatives for the very interesting reports.

As regards the difficulties of chalking and the research to be pursued in this respect, we should bear the following in mind. We are all in agreement that the prices for the titanium pigments will gradually come down particularly in order to extend their application in a wider range of industries. The lower the prices are the greater will be the interest in the paint industry to make use of titanium pigments for outside paints. It is therefore to be expected

*Exhibit 825*

that the paint industry with increasing interest will join us in the research work on the problem of chalking.

This research work can be done on two different lines:

- (a) By improvement of the chalking in the preparation of paints, choice of vehicles etc.
- (b) By improvement of the pigment.

This last line of research will fall entirely upon ourselves, whereas in the first line we will have the paint makers joining us. In addition to this we should also have the manufacturers of the vehicles very interested in solving this problem.

On the basis of the reports submitted an extensive general exchange of views took place.

#### 11. FUTURE PRICE POLICY.

Referring to the minutes of the meeting in March, it was agreed that the prices to be fixed according to the resolution under 4 (a) should no more be on the basis "reduced back to f.o.b. Leverkusen", but should in the future be the prices applied in each country to the customer including duty. These prices are not binding on the Companies but are the minimum prices under which the Companies will not go without immediately thereafter sending information to the Paris office for distribution to the other associated companies.

It was generally agreed that it was considered advisable to go in for price reductions amounting to 10/15%, and the representatives of the various companies intimated that these price reductions would probably be carried out dur-

## Exhibit 825

ing the autumn, the early winter and the beginning of the new year.

It was agreed that in cases where contracts were made or orders accepted at prices below

|               |        |
|---------------|--------|
| for $TiO_2$   | 950 M. |
| “ Extra T.    | 540 M. |
| “ Standard T. | 340 M. |
| “ Standard A. | 340 M. |

—Prices based on goods delivered to customer, duty paid—  
the Paris office to be immediately informed for the purpose of informing the associated companies.

It was approved that exchange fluctuations which would bring the prices in the countries' currency below the agreed figure in RM. should be reported to the Paris office if they cause a reduction seriously below the agreed figures, such information to be reported to the members of the Committee.

It was agreed that the Paris office should be informed of all changes in the prices generally applied, and the Paris office to inform the associated companies if these changes should in their opinion, be of sufficient importance to interest the associated companies.

In the case of foreign shipments, the parties selling the goods shall assure themselves, by the best possible means, that the goods actually go to the destination to which they are forwarded.

—oOo—

Laporte's competition and position was discussed.

Laporte's competition in Great Britain has not been felt, but they are placing their material on the market and

*Exhibit 825*

are presumably selling it at a rate of about 60% of their capacity.

Mr. Thompson and Mr. Stopford informed the Committee shortly of a recent conversation with representatives of Laporte. They had the impression that the contemplated price reduction by B.T.P. was not welcomed by Laporte, who had said that they would follow a reduction of 10% and also of 15% if necessary, but this latter unwillingly.

Mr. Stopford touching on the question of a price arrangement also for the countries outside Great Britain, was met with reserve. Laporte has been conducting a price cutting competition in several countries outside Great Britain, particularly in Holland, Sweden and Spain and possibly in Switzerland. Also in Australia Laporte has offered at considerably low prices.

From remarks during the conversation with Mr. Thompson and Mr. Stopford it seems that Laporte, as to these countries, intends to establish a nuisance value. A price and a quota arrangement with Laporte in these markets would strengthen the position of Laporte.

According to Mr. Thompson and Mr. Stopford, Laporte's demands as to a share of the business in Great Britain was very exaggerated, having mentioned a 50% share. It was generally agreed that the situation was not ripe for any arrangement.

#### 12. EXCHANGE OF VIEWS RE THE SCHEDULES OF STATISTICS DISTRIBUTED.

The form of the schedules was generally agreed upon by the Committee to be satisfactory, but it was suggested that as the prices given are the lowest prices generally applied at the 30th June and 31st December, a note should

*Exhibit 825*

be made on the schedule of any outstanding exception to the prices given.

13. PAPER EXPERT FOR MUTUAL WORK WITH PROBLEMS FOR INTRODUCTION OF TITANIUM PIGMENTS IN THE PAPER INDUSTRY.

After consideration of the proposal put forward by Mr. Borgwardt, Dr. Jebsen thanked Mr. Borgwardt for the offer, and remarked that the Committee appreciated the attitude taken by the I.G. in this matter.

After prolonged discussion, the matter was adjourned for further consideration at the next meeting.

14. CALCIUM BASE PIGMENTS.

- Dr. Jebsen read the report from the International Technical Sales Committee held in Leverkusen, July 17th and 18th of this year, and informed the members that the Titan-gesellschaft would, during this winter, produce C.50 as well as C.30 pigment in such quantities that the pigment would be available for general sale.

15. POSSIBLE NEW OUTLETS.

Mr. Ravner referred to the increasing quantities of  $TiO_2$  sold to the textile industry for cloth printing and sized or dressed cloth (calico, silk, woollen and cotton goods). The titanium oxide is used to whiten portions of designs when colours have been removed by discharging and bleaching. The oxide has also been successfully used in inks for pigment-printed cloths, which seem to be fashionable at the present time.

In order to fix the pigment to the fibres we have sometimes recommended our "Tisotex", but it appears that this



## Exhibit 825

product does not fix  $\text{TiO}_2$  sufficiently to the cloth. The question therefore is to find a glue or binder, which can fix the  $\text{TiO}_2$  better to the fibres. This will also be the case if  $\text{TiO}_2$  finds an outlet to brighten up linen, duck and so on.

On account of the use of  $\text{TiO}_2$  in the textile industry, this industry has taken an increasing interest in the use of *Titanium Salts*. We know that small quantities of titanium chloride and sulphate have been tried in the textile colouring industry—particularly as a stripping or discharging agent in the treatment of dyed and printed goods of cotton, silk woollen and shoddy. (The titanous sulphate serves as a reducing agent and becomes oxidized to titanic compound). Titanium sulphate and fluorides can also serve as mordanting materials for certain qualities of dyes.

Titanium potassium oxalate, fluoride and tartrates have been tried for dyeing and staining of leathers. By direct action on vegetable-tanned leathers the compounds give a fast yellow-brownish shade without addition of dyestuff.

Titanium-glucenate and lactate seem to be of interest for tanning of white luxury leathers.

As far as I understand, we do not know what quantities can be sold of such salts, and I believe it would be advisable to try and ascertain in the various countries if there will be a real demand for such salts - and what quantities would be required.

Dr. Jebsen remarked that although the sale of titanium salts seem to be small, it was of interest that the Committee's attention was drawn to these questions and it was desirable that the associated companies ascertain what the consumption of these salts might be for the information of the technical organisations in view of a possible production.

## 16. PROPAGANDA METHODS.

Mr A.J. Thompson remarked that in his opinion, personal contact was the best method.

Mr Stopford partly agreed with this remark, but added that in the case of British Titan Products it was necessary to have pamphlets for propaganda abroad and that they were having such pamphlets prepared. The first would be with special reference to the paint trade and others would follow.

Mr Borgwardt told the Committee of their special propaganda in the paint trade, in which five or six master-painters had been engaged to visit the master-painters and discuss their individual problems and suggest methods of over-coming them.

Mr. Gilbert distributed a new pamphlet which had been prepared. A few of these had been printed on coated paper containing Titanium. Mr. Gilbert was congratulated on the pamphlet by the other members of the Committee.

## 17. DATE &amp; PLACE OF NEXT MEETING.

Dr. Jebesen remarked that during his forthcoming visit to America the question of a representative of the Titanium Pigment Co's presence at the next meeting would probably be considered and it was agreed that the date be left for him to fix at his discretion.

Mr. Borgwardt extended a cordial invitation to the Committee to hold its next meeting at Frankfurt.

At the close of the meeting, Dr. Jebesen thanked British Titan Products Co. for their hospitality, and asked Mr Stopford to convey the Committee's appreciation and thanks for the facilities extended to them by Imperial Chemical Industries Ltd.

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**Exhibit 828**

Letterhead of  
**TITAN COMPANY INC.**

Paris, February 21st 1936.

/AK

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

Enclosed please find, translated from German, minutes  
No. 22 and 23 from Board meetings in Titangesellschaft,  
held at Leverkusen.

Yours very truly,

S. J. HENRIKSEN

Same letter sent Mr. Cornish.

## Exhibit 828

Translated from German  
December 27th 1935.

## Minutes Nr.23.

Minutes from conference re titanium white matters at  
Leverkusen December 3rd, 1935.

Present: Dr. Kühne  
Dr. Jebesen  
Dr. Brüggemann  
Borgwardt  
Splittgerber  
Dr. Raspe.

- 1.) The visit of the Japanese engineer in Leverkusen shall not take place before the signature of the agreements with Blumenfeld. The agreements with Blumenfeld and with Japan shall be completed as soon as possible. If these agreements are available in Japan in the middle of January, Mr. Splittgerber is of the opinion that they will be signed by the Japanese within 3 or 4 days. The visit of the Japanese engineer can then take place.
- 2.) At the meeting of the International Sales Committee, July 3rd and 4th 1935 in Frankfurt, it was agreed not to go below the following minimum prices without informing Dr. Jebesen's office in Paris, who will advise the associated companies accordingly:

RM. 775.—per 1.000 kg.  $\text{TiO}_2$

- " 450.— " " " Extra T

" 285.— " " " Standard T.

For Standard A is to be taken as a basis the Standard T price plus the market price for Zinc Oxide. All the prices apply to goods delivered freight and duty paid.

*Exhibit 828*

- 3.) Titangesellschaft will try again, with the aid of Leverkus, to obtain the permission for Titan Company Inc. to pay in Sperrmarks 100% of its share in the costs of the paper expert.
- 4.) The change in prices for Standard A and the other pigments shall be again discussed in January 1936, in connection with the new pigment for inside use.
- 5.) The British Titan Products Company has agreed not to exercise its sales right in Hongkong and accepts the proposal that, as a compensation, the profit on sales to Hongkong be transferred to the B.T.P.
- 6.) Dr. Jebson reported about the conclusion of a 3 years delivery contract between the B.T.P. and Pinchin Johnson & Co., London, for the requirements of the latter firm's branches in the British Empire, with the usual clause against export and possible cancellation of the contract in case of transgressing this stipulation. He further stated the reasons that brought about this contract.

From statements made by Pinchin Johnson, export outside of the British Empire, to the branches of Pinchin Johnson, is to be feared. As a cancellation of the contract in such case could have far reaching consequences due to circumstances which have been explained, it was suggested, if necessary, to permit such an export to the territory of Titangesellschaft on the condition that B.T.P. buy the corresponding quantities from Titan-gesellschaft at the same prices as those obtained from Pinchin Johnson for these deliveries.

The Titangesellschaft declared itself willing to accept this proposal as a solution in case of need. It was, how-

## Exhibit 828

ever, emphasized that Titangesellschaft was anxious to be in direct contact with the overseas consumers and to supply them with its own goods.

Dr. Jebsen agreed to discuss the question in the ~~above~~ sense with the B.T.P. and mentioned at the same time that this would be in the interest of B.T.P., even after the above proposal is accepted, as the goods which the latter company has to take over are to be disposed of somewhere in the British Empire and would therefore imply extra duty expenses.

(sign.) Kühne

(sign.) G. Jebsen

“ Brüggemann

“ Raspe.



## Exhibit 829

## INTERNATIONAL SALES COMMITTEE.

*Meeting Brighton June 28-30, 1937.*

## COMPETITION.

## REVIEW

The activity of Laport has in certain cases led to price cutting. Their Swedish agent in technical pigments was very well introduced in the Rubber Industry with chemicals, and in this industry the competition was very keen. A blended mix : 90% "KRONOS"  $\text{TiO}_2$  + 10% C.30, succeeded in one case to be introduced to one of Laporte's most fidele customers. The effect of this pigment in rubber was considered to be similar to the effect of  $\text{TiO}_2$ . Laporte has also offered a quality similar to "KRONOS" St. A, but no important sale was observed.

According to arrangement with Laporte they withdrew from Titan Co. A/S' market in May 1937.

With regard to the sales development of competing white pigments, the increase in the consumption of Lithopone in Norway and Sweden is remarkable. Lithopone is finding an extensive use in Paint, Rubber, Linoleum, Wall Paper and Plastics—industries to which we hope by and by to increase our sales by introducing  $\text{TiO}_2$ -Dolomite pigments.

It has been observed that Timonox has, particularly in Sweden, come into a general use in Varnish and Cellulosic Lacquers—in most cases together with  $\text{TiO}_2$  in the proportions from 2:3 to 3:2—for the purpose of reducing chalking. The manufacturers desirous to limit the number of raw materials are examining with interest "KRONOS" Aluminium-covered  $\text{TiO}_2$ , hoping by this product to be able to reduce the chalking without using Timonox.

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**Exhibit 830**

**SOCIÉTÉ BELGE DU TITANE S.A.**

**MARKET REPORT.**

*International Sales Committee.*

*Fifth Meeting, June 1937.*

**BELGIUM — HOLLAND.**

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In Belgium we do not meet with the competition of other manufacturers outside Tr/Thann, to whom we have been obliged, as pointed out previously, to transfer a certain number of our customers.

In Holland the position is the same as regards Tr/Thann.

The recent arrangement with the National Titanium Pigments (Laporte) has eliminated the competition of that firm. There remains Noury van der Lande; but their work is scarcely to be felt. They seem to encounter great difficulties in obtaining a high quality make.

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## Exhibit 831

## INTERNATIONAL SALES COMMITTEE.

*Minutes**of V. Meeting held at Brighton, 29. and 30. June 1937.*

—oOo—

## PRESENT:

|          |                              |                     |
|----------|------------------------------|---------------------|
| Members: | Dr. G. Jebsen (Chairman)     |                     |
|          | Mr. H. Borgwardt             | T.G.                |
|          | Mr. P. Gilbert               | Sté Ind. du Titane  |
|          | Mr. S. J. Henrikssen         | Titan Company Inc.  |
|          | Dr. F. Raspe                 | T.G.                |
|          | Mr. C. J. Stopford           | B.T.P.              |
|          | Mr. A. J. Thompson           | "                   |
|          | Mr. J. de Vleeschouwer       | Sté Belge du Titane |
|          | Mr. B. W. Bommen (Secretary) | Titan Company Inc.  |

## In Attendance:

|                   |                        |
|-------------------|------------------------|
| Mr. E. R. Barber  | B.T.P.                 |
| Mr. D. W. Edgerly | Titanium Pigment Corp. |
| Mr. B. Gilbert    | Sté Ind. du Titane     |
| Mr. B. T. Minter  | B.T.P.                 |

## 33. DISCUSSIONS ON MARKET REPORTS.

Referring to the report on the Belgian Market, *Dr. Jebsen* mentioned that probably *Noury van der Lande* is seriously working on developments in the Titanium field, and it is likely to prove very difficult to stop him from manufacturing in Holland, as our group has only a few patents there, and the *Blumenfeld* group has none. *Dr. Raspe* had recently been informed by their agent for *Copperas*, that he would have 1000 tons of *Copperas* to sell in the future from a factory in Holland, and it might be that this factory is *Noury van der Lande*. *Mr. Bommen* reported that in a Dutch paper recently *Noury van der Lande* had invited inquiries for Titanium.

Referring to *Sté Belge's* report, where an offer was mentioned of  $\text{TiO}_2$  at £60 in Holland, *Mr. Stopford* suggested that this  $\text{TiO}_2$  was of *Montecatini* make and was offered by the same people who earlier in the year had imported the *Montecatini* brand into England at a still lower price.

*Mr. Edgerly* added to his report that the sales as  $\text{TiO}_2$  for the first 5 months of 1937 were about 12,000 short tons, and the total sales from the producers in U.S.A. for the same period was approximately 26,000 short tons. The sales of *N.L.Co.* and *Dupont* will average say about 60,000 short tons.

## 34. COMPETITION.

*Dr. Jebsen* introduced the discussion, remarking that in view of the agreements with the *Blumenfeld* Group—and the fact that prices of white pigments other than Titanium are going up—there is nothing outstanding to report as re-

*Exhibit 831*

gards the continent with the exception of the situation which may arise from yesterday's devaluation of the Franc. He invited the representatives of the different companies to put forward their views regarding competition.

In regard to England *Mr. Stopford* reported, that Laporte have brought out a water dispersent type of  $\text{TiO}_2$  pigment; which has had a good reception and has been accepted as a rather better pigment than the B.T.P. Co.'s "E-grade" in the Paper industry and Leather Finishes. It is thought that Laporte's pigment is more apt for universal use—apart from bad yellowing in synthetic resins. It is a very good product on tinting strength.

*Mr. Edgerly* stated that in America they give the Paper Makers a dry milled product because of the saving in cost.

*Mr. Stopford* proposed that as regards actual sales, every country should furnish statistics on imports and exports, which could be sent to the Paris Office for distribution to the companies concerned.

It was stated that the Paris Office from time to time has collected information regarding imports and exports from France, Belgium, Holland, Scandinavia and Germany, these figures having on several occasions proved very useful. It was pointed out, however, that in some countries it might be very difficult to obtain separate figures for the import and export of Titanium pigments, these often being included in the statistics giving white colours. The case is the same in regard to Ilmenite, which is included in the official statistics giving export and import of iron ores, and it was thought that a check on ilmenite exports and imports might prove useful.

*Mr. Stopford* emphasized the difficulties in checking the quantities sold by Laporte. Although Laporte's home



## Exhibit 831

market has been thoroughly investigated by R.W. Greeff & Co., there seems to have been delivered from Laporte quite important lots which, so far, they have been unable to trace. Mr. Edgerly added in this connection that the tracing of deliveries of their competitors proved almost impossible in America. Incidentally, when they had learned the correct figure of the sales of Titanated Lithopone, these proved to be about three times as big as was expected by Titanium Pigment Corporation. Mr. Thompson stated, that in his belief the whole market was known by them, and that all the customers of Laporte, and an estimate of their consumption was made. It was not impossible that there could be one or more consumers untraced, but it was highly improbable that if the figure about by-product and milling did indicate a much larger production than we had supposed, he was confident that the goods were not sold within the United Kingdom.

## 35. PRICE POLICY:

Dr. Jebsen said it is puzzling that the development of the consumption of Titanium in those industries where it is competitive with Lithopone, does not in the various countries seem to co-ordinate with the price ratios, the outstanding case being Linoleum in Holland. The policy had always been followed by reducing prices as consumptions increased and new outlets were found. As on the Continent, the sales exceed the production capacity, and as the prices of other white pigments are increasing, there is no call for a price reduction at present. On the other hand, by reducing the price possibly quite a number of applications would show a considerable increase, particularly the Paper industry and possibly the Linoleum industry.



*Exhibit 831*

*Mr. Stopford* stated that in England they had recently considered the price policy for the immediate future and had decided that any reduction of 5% or less would have a negligible effect on the rate of sales, so they had decided to make no reduction for the present. They were also influenced by the fact that the prices of other white pigments had gone up; and although some have since come down, they are still higher than they were at the beginning of the year. They have decided to increase the allowance on pigments in bags from 10/-d per ton less than the list price in barrels to 20/-d per ton, as from July 1st.

According to *Mr. Borgwardt* they have in Germany different prices for the home trade and for the export trade. As the White Lead and Zinc Oxide production is limited, they are not likely to take away any business from Titanium. With regard to the Lithopone producers, there is no likelihood of an increase in their capacity, although they are sold out, so this condition will help the development of Titanium. In view of this, it was not found necessary to reduce prices at the present time. The uncertainty of currency and the possible development of the price of raw materials of other white pigments are factors against price reduction. With regard to export prices there is no urgent need for a price reduction except occasionally in countries such as China, where they have to compete with the very cheap Japanese pigments. The export prices of T.G. are practically in line with those in England.

*Mr. Gilbert* outlined the position in France, stating that Sté Ind. du Titane's price agreement with Thann prevented them to a certain degree from following strictly the general price policy of our Group. Thann's price policy is dependent upon the governmental regulations and restric-

*Exhibit 831*

tions concerning price raising; this firm thus not being able to follow freely a price policy according to their own desires.

In October 1936 after the devaluation of the Franc they increased their prices ab. 10% (in French currency), and in March 1937 a new increase was effected—ab. 5-10% according to quality—in order to partly compensate for the devaluation at that time. The price ratio to Zinc Oxide and Lithopone was very unfavourable to the Titanium pigment, but as prices of Zinc and Lithopone have increased now, the position of Titanium pigments is more favourable.

Owing to the fact that the increase in the production cost in the different industries is very much felt, the customers are now more than ever particularly desirous to benefit from any rebates, and consequently their demand for deliveries in bags (Fr. 7.50 reduction) has increased considerably during 1937.

Supra P is so far not offered by Sté Ind. because of their agreement with Thann, this firm not being desirous to make a special grade for the Paper industry, but rather offer  $TiO_2$  to the Paper industry at a lower price than generally applied. However, no important result has so far been observed in this industry.

Mr. De Vleeschouwer was of the opinion that a price reduction in Belgium and/or Holland was not necessary now since Laporte has been forced to withdraw from these markets. The question of Noury van der Lande was discussed, but no definite and reliable information as to their plant has been received.

With regard to the Paper industry he emphasized the desirability of reducing the price of Supra P. Mr. Borgwardt said in this connection that in one particular case they had, in order, to facilitate the introduction of Supra P,

*Exhibit 831*

given a Cigarette Paper manufacturer 20% of the tonnage sold free, the rest being sold at RM. 75.-. This was temporary for introduction purpose.

With a view to the English market *Mr. Thompson* said, that many buyers had expressed their opinion that in adopting Titanium in their formulae, they might place themselves in the hands of a monopoly, which would be in the position to put prices up against them. This fear is not removed by the existence of Laporte, because they know that we are working together. We have always given the assurance that we would never be parties to such an action. Another point we have stressed in selling has been the non-speculative character of the trade in Ti-pigments in contrast to Lead, Zinc and Sb-products, which fluctuate wildly with the movement of metals. Buyers have therefore felt assured that there will be no advances in prices except on very good reason shown. We have gone further, and we have told buyers, that it is the policy of B.T.P.Co. that they should share in the advantages of reduced costs on increased production. *Mr. Thompson* therefore considered that the price structure should be stable, that small reductions would be valueless to us, and he thought that consideration of important price changes is likely to arise naturally either from new competitors—should it come—or when there is a definite demand for a new large output contingent on reduced prices.

Referring to an earlier decision (Minute 20. Francfort Meeting), *Dr. Jechsen* recalled that minimum prices were established under which no company should go without informing the Paris Office. These prices are :

|           |               |               |   |   |   |             |  |  |  |
|-----------|---------------|---------------|---|---|---|-------------|--|--|--|
| RM. 775.- | per 1000 kgs. | for $TiO_2$ , |   |   |   |             |  |  |  |
| " 450.-   | "             | "             | " | " | " | Extra T,    |  |  |  |
| " 285.-   | "             | "             | " | " | " | Standard T, |  |  |  |

## Exhibit 831

and for Standard A a price based on the Standard T price plus the market price of Zinc Oxide. These prices apply to goods delivered customer, duty paid.

All the members were of the opinion that these minimum prices covered the immediate position and should continue to be applied.

The question was raised about a special price for the aluminum treated  $\text{TiO}_2$ . B.T.P.Co. have not put any premium on their wet milled  $\text{TiO}_2$ , nor on the chromium treated pigment, and in U.S.A. the prices were not changed, even in view of the additional cost of manufacture when they changed over from dry milling to wet milling.

*Dr. Raspe* thought that there was no need of a special price for special pigments in Germany as long as the prices of Titanium remain as high as they are at present.

The following discussion proved that the general opinion was that it be desirable not to apply a special price on a special grade of  $\text{TiO}_2$  now, but this should be considered when price reductions were contemplated, at which time we would have learned more about how the various materials are appreciated by the consumers.

*Dr. Raspe* proposed that a new name for S.1129 should be found. *Dr. Iebesen* thought that a number would not be liable to stick in people's mind, and that a proprietary real name would possibly prove to be a considerable advantage later on, although a difficulty in such a name was the fact that it would not be referred to in specifications. *Mr. Barber* mentioned that many customers only mention "KRONOS" and not Titanium. As no appropriate name could be found at the moment, it was decided that each firm should send in proposals to Paris and exchange opinions.

## Exhibit 831

## 39. POLICY RE TITANATED LITHOPONE IN EUROPE.

*Mr. Stopford* raised the question of our interest in the manufacturing of Titanated Lithopone in Europe. *Dr. Jebsen* said that this question had come up from time to time. In his opinion the Ti-interests as a whole are better served by a non-development of Titanated Lithopone on the European markets. The manufacture of this product will naturally be in the hands of the Lithopone maker, and we will be interested in effectuating the deliveries of  $TiO_2$ . The Lithopone makers do not have between themselves marketing arrangements covering the world to such an extent as we, and there exists fairly strong outsiders. We would not be able to influence the Lithopone makers' sales policy as regards Titanated Lithopone, and as this product is in a more direct competition to the Ti-pigments than the pure Lithopone, the sales of the Titanated Lithopone may cause a considerable disturbance as regards the boundaries of the Ti-markets. A development of the Titanated Lithopone would no doubt increase our sales in Belgium and Holland in view of the very important Lithopone industry in these countries, from which a very important export takes place. If these manufacturers take up the manufacture of Titanated Lithopone, we cannot prevent them from doing so, and will rather be interested to make the deliveries, as these manufacturers would try to get the material from other sources. If we tried to put on restrictions as to the marketing, this will lead to the same result. We are therefore not encouraging this development, but are keeping in touch with the manufacturers. We know that Dutch/Belgian manufacturers are experimenting with the matter. *Mr. Hendriksen* said that Blumenfeld had some Titanated

*Exhibit 831*

Lithopone made for him by Pisart in France, but it did only amount to small quantities. *Mr. Stopford* asked if it would not be possible to have the Lithopone manufacturers make marketing arrangements concerning Titanated Lithopone. *Mr. Borgwardt* replied, that he considered this hopeless.

It was generally considered that it was desirable to follow the policy outlined by *Dr. Jebsen*.



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Exhibit 832

Letterhead of

TITAN COMPANY, INC.

No. 45.

Paris, December 22nd 1937.

GJ/AK

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

We had a very successful meeting here in Paris on December 14th. I enclose copy of a memorandum concerning the results of the discussions which took place.

There was quite some discrepancy in the standpoints at the beginning of the meeting, as Tasker and Barley particularly emphasized the desirability of putting *Rutiox* on the market at a price equal to that of the present Kronos-Titanium Dioxide, whereas the Germans were inclined to a higher price corresponding to the higher value. Mr. Tasker, supported by the other gentlemen of the B.T.P., laid, though stress upon the obligation they felt to be under, that Titangesellschaft having developed the new pigment ought to have the first say in the matter.

Great satisfaction was expressed from all sides as regards the cordial tone of the meeting and the good cooperation.

Personally I expected the results to be on the lines achieved, which I think are wise for the time being.

## Exhibit 832

The situation of the various companies is shortly the following:

The Germans are rather reluctant in reducing prices, as they have considerations to take in various directions:

- 1) Government control may force prices down and make great difficulties in allowing an increase in prices.
- 2) A too sharp reduction of prices may create a panic within the Lithopone circles with the risk of unwise actions on their part.

They contend that their official prices do not interfere with the development of the consumption in fields where lower prices are necessary, because there they make special prices, which is also the case in the Lithopone industry. This is no doubt partly true, but it is of course very difficult to see whether it is done to a full extent.

Anyhow Titangesellschaft have had a very nice increase in their sales in Germany this year, about 30% above last year, calculated as  $TiO_2$  and our stock in Leverkusen is very small, so that the situation does not call for any price reduction at present.

When we have got a Rutiox production of 500 Kg. to 1 ton a day, starting in January or February, and distribute this among a limited number of customers, we will be able to know considerably more as to production costs and particularly as to the qualities of the pigment, and during the summer the price policy can then be reconsidered on a much better basis. At that time our capacity in Leverkusen will also be considerably increased, as we expect then to be able to make between 45 and 50 tons  $TiO_2$  per day.

In England the situation is quite different.

The sales for the first 10 months in the British Empire, excluding Canada, show an increase of 13%, and in the whole market it is less.

*Exhibit 832*

Further there is a desire of Tasker and Barley, to bring Laporte to our heels with a view to our quota arrangement, and the relation of prices between our Titanium products and Lithopone is not by far so favourable as in Germany where Lithopone is very much higher in price.

You may remember that W. S. Robinson last year was somewhat disagreeably touched by Thompson repeatedly arguing for lower prices. The question of a price reduction in relation to Robinson's interests would of course be much easier to deal with by putting the new product on the market at the same price as the old one or with an increase equal to the higher production costs. However, it seems to me that, as the increase in production costs at present is more or less of a guess as we do not know what the wear and tear expenses will represent, the best line to be taken is a more conservative one.

Both Leverkusen and Billingham expect to start their pilot plant production at the end of January or beginning of February, and to be able to produce Rutiox in the main plant some time in June or July, in Leverkusen probably at a rate of about 10 tons a day and in Billingham at a rate of 15-20 tons a day. These figures are of course somewhat of a guess, as we do not have the experience from the pilot plant yet.

I have just received your letter of December 9th, mentioning Mr. Turner's tests of the samples of the pigment we sent over. This was from a production of 2-300 Kg. under rather difficult circumstances, particularly regarding calcination, so better results should be expected from the pilot plant, respectively the main plant. Billingham has confirmed the results of the tests concerning hiding power and tinting strength, and you will note from my letter to

*Exhibit 832*

Mr. Turner of December 15th, that his test figures are not far behind.

As regards the price policy for the countries outside of Germany, with the exception of France and the Scandinavian countries, this will have to more or less follow the English prices. This is particularly the case with Holland and Belgium. In these countries Noury v.d.Lande has renewed its activities lately, offering pigments at prices about 12% below ours, and we have had to reduce our prices in certain cases but not quite so low. Noury v.d.Lande is also trying to sell in Scandinavia. The sample we have had shows a colour not quite as good as ours and a tinting strength nearly the same as ours, so that the quality is quite good for a product from a starting plant. Apparently, however, the plant they have is very small, unless they have erected one in a different place. One customer, who ordered 1000 Kg. has returned these as not being up to the sample he had received and, as the goods were requested to be returned to Deventer, indications are that this is still the place where they have their factory.

As regards France, the devaluation has forced down our prices considerably as the Government does not allow Thann & Mulhouse to increase their prices more than a fraction of the devaluation. We expect that we can put the new pigment on the market at a relatively higher price than in the other countries and in this way partly recover the lost ground.

I take the opportunity to send Mrs. Beschorman and yourself, as well as all my friends in the National Lead Company, my best wishes for the coming year.

With kindest regards,

Yours very truly

G. JEBSEN

*Exhibit 832*

P.S. I returned last Saturday from a Board Meeting in London.

You may have noted in the minutes from the previous Board Meeting, that it was decided to distribute the antimony oxide containing pigment to a limited number of customers, without notification of the content. As the draft of the minutes was sent me, I called up Mr. Stopford and told him that it had slipped my attention that it should be done "without notification" a policy which I considered rather dangerous. If anything happens as regards its use and the pigment is blamed, our position will be considerably weakened if a change to a content of 1% antimony oxide has not been mentioned.

As nothing had been done, Stopford postponed the distribution and in the last meeting it was decided to notify the customers.

I did not have in mind the poisonous quality of the antimony, as timonox has been freely used for years without any complaints of that kind, and the antimony contained in the Titanium Dioxide pigment is less soluble, but my standpoint was on general grounds.

Sales in England have, as you will note, been low in November—below last year's sales,—and everybody feels rather puzzled. There has of course been a set-back in the general consumption in England, but still this does not seem to explain the matter fully.

P.P.S.—I have just received a letter from Mr. Tasker informing me that we have got a contract for next year with Lever Bros, a customer we had lost to Laporte. Tasker pointed out that this is particularly due to efforts on the part of I.C.I. — Barley.



## INTERNATIONAL SALES COMMITTEE.

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Minutes

of VI. Meeting held in Francfort a/M  
March 2nd and 3rd 1939

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## PRESENT:

Members: Dr. G. Jebsen, Chairman  
Mr. Erik Anker, Titan Co. A/S  
Mr. H. Borgwardt, T.G.  
Mr. S. J. Henrikssen, Sté Ind. du T.  
Dr. F. Raspe, T.G.  
Mr. C. J. Stopford, B.T.P.  
Mr. A. J. Thompson, "  
Mr. J. De Vleeschouwer, Sté Belge du T.  
Mr. B. W. Bommien, Secretary, Titan, Inc.

In attendance: Mr. E. R. Barber, B.T.P.  
Mr. B. T. Minter, "

43. *Dr. Jebsen* informed the representatives about the access of Canadian Titanium Pigments Ltd. to the international collaboration and proposed the company's membership in I.S.C. This was welcomed.

## 47. COMPETITION.

*Mr. De Vleeschouwer* outlined the competition in Holland of *Noury & v. d. Lande*, who have tried to get in by price cutting. So far Sté Belge du Titane has met them by lowering its prices where necessary and has generally taken the business at higher prices



*Exhibit 833*

than those asked by Noury & v. d. Lande, N. & v. d. L. have only been able to dispose of small quantities—in 1938 ab. 15 t. in Holland delivered mainly to customers, whom *we had transferred* to Thann & Mulhouse. This will necessitate a change in the manner of cooperation with Thann. In Belgium N. & v. d. L.'s activity and sales have been practically none. The firm has recently charged their agent, Mr. Camerlinck, Brussels, to deal with Titanium pigments.

## 49. PRICE POLICY.

*Dr. Jebsen* outlined the present price situation which has been stable during the last year in Germany, England, Scandinavia and Belgium, while in Holland Noury & v. d. Lande's competition has influenced our prices, and in France the situation has been disturbed frequently by the fluctuations of the exchange.

## 50. MINIMUM PRICES.

According to Minutes No. 20 and 27. the Paris Office should be informed when any company quotes below the following prices:

|                  |                     |
|------------------|---------------------|
| TiO <sub>2</sub> | RM. 775.—per tonne, |
| Extra "T"        | " 450.— " "         |
| Standard "T"     | " 285.— " "         |

and for Standard "A" a price based on the St. "T" price and the market price for zinc oxide.

These prices apply to goods delivered to customers duty paid.

The lowest prices generally applied in England, France and Holland are now below these. It was agreed

2934

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*Exhibit 833*

to establish a new minimum price schedule as regards the information to be sent to Paris, as follows:

TiO<sub>2</sub> RM. 700.—per tonne

Extra "T" and  
C.50 " 430.— " "

Standard "T"  
and C.30 " 285.— " "

and for Standard "A" a price based on the Standard "T" price and the market price for zinc oxide.

These prices apply to goods delivered customers, duty paid.

## Exhibit 834

## TRANSLATION

## TITANGESELLSCHAFT, m.B.H.

Leverkusen I.G.Werk  
October 4, 1941

To: Titan Co. Inc., 111 Broadway, New York

From: I.G. Farbenindustrie Aktiengesellschaft, Leverkusen

We herewith invite you to a Partnermeeting to be held on October 15, 1941 at 10 o'clock in the Administration Building of I. G. Farbenindustrie A/G Leverkusen with the following agenda:

- 1) Resolutions concerning an increase of the capital - with RM 2,500,000 - from RM 3,000,000 to RM 5,500,000 in accordance with the regulation for distribution of dividends of June 12, 1941 and the alterations of the statutes connected therewith.
- 2) The election of an examiner (Auditor ?) in accordance with the rules of Paragraph 25 of the first regulation for the distribution of dividends of August 18, 1941.

TITANGESELLSCHAFT m.B.H.

Signed: Brüggemann/Roeppe

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Exhibit 835

Letterhead of  
TITAN COMPANY INC.

p.t. Fredrikstad, August 16, 1934.

GJ/KL.

G. W. Thompson, Esq.  
National Lead Company  
111, Broadway,  
New York.

Dear Mr. Thompson,

I refer to your letter of July 5th regarding a license from the Krebs Pigment and Color Corporation. We have now received a preliminary opinion from the Titangesellschaft and the British Titan Products Company, Ltd. These companies share our opinion that the patent does not seem to be of very great value, and the German company believes that no patent can be obtained in Germany. Both companies, though, agree with us that we all should try to secure a patent and have a license. The Germans suggest an exclusive license, alternatively a non-exclusive, whereas the B.T.P.C. does not specify any particular request in this respect.

The T. G. m.b.H. does not find it possible at present to express an opinion as to what payment could be made, whereas B.T.P.C. offers to pay the application and maintenance fees and if Krebs desire some payment in addition they would like to know on what conditions Krebs are prepared to grant a license.

These licenses concern as regards B.T.P. C. only England and regarding Titangesellschaft only Germany.

*Exhibit 835*

I presume, with you, that what Mr. Rupprecht has written regarding our German and British associates, also applies to the residual territories of Titan Company Inc., and suggest that your negotiations include a license for France to Ste. Industrielle du Titane and for Norway to Titan Company Inc.

The situation is the following:

We all over here are anxious to co-operate to the fullest possible extent in connection with the patent applications of the Krebs Pigment and Color Corporation. We do not consider this patent particularly interesting, but would like to use this opportunity to establish a practice of co-operation.

You mention in your letter only the acquisition of non-exclusive rights, as does Mr. Rupprecht. You are, no doubt, aware that in the correspondence with Mr. Beschorman last summer, Mr. Rupprecht very definitely expressed that the mentioning of non-exclusive licenses in the agreement does not in any way prevent exclusive licenses being granted and assured Mr. Beschorman, that in case of exclusive licenses being found desirable, also such can be negotiated to the satisfaction of the Titanium Pigment Company's foreign associates.

Please consider if this occasion is suitable for discussion also of exclusive rights. Such would give us a clearer or more definite view as to the practice of Dupont in such cases.

You will probably know from Mr. Beschorman that our negotiations with Mr. Blumenfeld have come to the point of an agreement on two contracts, one concerning France.

*Exhibit 835*

Belgium and Holland and another concerning all countries outside of the British Empire and North America, both are subject to the last contract being accepted by Montecatini and Titangesellschaft. The agreements concern only a commercial co-operation, a technical co-operation with Mr. Blumenfeld not being considered advisable.

Mr. Blumenfeld has during these negotiations expressed the hope and intention to establish a regular technical co-operation with Dupont, by exchange of patents and experience. Understanding to be in accordance with Mr. Rupprecht's wishes, I have not informed Mr. Blumenfeld of our relations with Krebs. I take it for granted that Blumenfeld's possible proposal to Krebs will not be accepted. It will, though, be of interest to know if Krebs, in case we take only non-exclusive licenses from them, they have in mind or may give Blumenfeld also a non-exclusive license.

In these matters of technical co-operation, we have, as you know, laid down and established very definite rules between our various associated companies. The basis for co-operation with Dupont is somewhat different and by far not so defined. I trust that it will work out very well, but it would be a great help if we on this side knew more as to the views and practice of Dupont in these patent matters. I shall appreciate to hear from you as to your further negotiations with Krebs.

With my best regards,

*A* Yours very truly,

G. JEBSEN



*Exhibit 835*

P.S. I hope that my visit to New York in the latter of October will give us an opportunity to develop the above matter more definitely.

Mr. Ravnestad informs me that it would be desirable within the middle of November to have reached a decision to the extent it is necessary for him to take actions towards the various patent offices as regards

## Exhibit 836

December 4, 1934.

Mr. W. C. Beschorman, Executive Vice President,  
National Lead Company,  
111 Broadway,  
New York, N. Y.

Dear Mr. Beschorman:

Upon thinking over the question of the Krebs Company contract and their possible infringement of Titan Company patents, it occurs to me that this phase of the thing presented itself to me when I was studying the cross-licensing agreement: I had in mind then that what we would have to do would be to buy from the Titan Company, or get the Titan Company to assign to us, their United States patents. No effort was made to bring about this assignment although the matter, I know, was talked over with some of us. You might consider the advisability of bringing about such an assignment, presumably for a consideration. This would mean that the Titanium Pigment Company would have to pay the Titan Company some sum of money and, as Dr. Jebson would benefit by such a transaction, he would naturally want to make the consideration large. That might be obviated, however, by tactful presentation to him. It might be that the Krebs Company would be willing to pay part of the consideration, say an amount equal to what would normally go to Dr. Jebson.

This same problem will come up in our negotiations with Joyce and it may be desirable to get this phase of the subject cleared up.

All this I am offering to you for your consideration.

Yours very truly,

GWT:EA

2927

**Exhibit 837**

December 12, 1934

Mr. W. C. Beschorman, Executive Vice-Pres.  
National Lead Company  
111 Broadway  
New York, N. Y.

Dear Mr. Beschorman:

*Re: License Agreements Involving  
the Titanium Pigment  
Company, Titan Company  
A/S, Titan Company, Inc.,  
and the Krebs Pigment &  
Color Corp*

Supplementing our conversation of December 10, last, with respect to the above Agreements, I beg to submit, herewith, an analysis of the situation as it appears to me at the present time.

Article XIV of the 1920 Agreement defines specifically our rights with regard to future licenses under our own patents or sub-licenses under patents owned by the Titan Company A/S under which exclusive license has been granted to us. Under this Agreement, our right to license under our own patents is identical with our right to sub-license under patents owned by the Titan Company A/S, and both rights are subject to the explicitly-stated limitation that the license or sub-license can be granted only under conditions identical with those under which the Titan Company A/S licenses us, or we license them. In other words, neither we, nor the Titan Company A/S can grant licenses or sub-licenses to any company without making that company virtually a party to the 1920 Agreement, with the same obligations and duties as the two contracting parties.

*Exhibit 837*

The substance of Article XIV is incorporated into the Agreement between the Titan Company, Inc., on the one hand, and the Imperial Chemical Industries, Imperial Smelting Corporation, and the Goodlass Wall and Lead Industries, on the other hand, as a result of which the British Titan Products Company came into being, and also into the Agreement between the Titan Company A/S and the I.G., which created the Titangesellschaft G.m.b.H.

The Agreement between the Titanium Pigment Company and the Krebs Pigment and Color Corporation, on the contrary, omits this Article. At the time this Agreement was negotiated, the attorneys for the Krebs Corporation were familiar with the limitations imposed upon us by our Agreement with the Titan Company A/S and, therefore, the Krebs Corporation should be conversant with the situation to the extent of possible infringement by them of the Titan Company's patents enumerated in a letter submitted to you by Mr. Kaegebehn and me under the date of November 15, 1934.

In order to correct the situation with regard to this condition, agreement supplementary to that of July 30, 1920 was proposed. The purpose of this supplementary Agreement was to give us the right to license and sub-license Krebs without imposing upon them the obligations contained in Article XIV, particularly with reference to licensing our foreign associates under the Krebs' foreign patents. This supplementary Agreement was virtually a nullification of Article XIV. Our files fail to reveal that this supplementary Agreement was ever executed and, according to information received from Dr. Jebson, was never agreed to. According to Dr. Jebson, Article XIV has never been altered in any respect whatever.

## Exhibit 837

This supplementary Agreement was transmitted to Dr. Jebsen, together with a letter dated February 2, 1933, approximately one month after the date of execution, January 1, 1933, of the Krebs' Agreement. In other words, it appears that the Agreement with the Krebs Pigments and Color Corporation was executed in direct violation of our contractual obligation as set forth in our Agreement with the Titan Company A/S.

It is true that the Krebs Agreement provides that they shall offer to our foreign associates, before offering to anyone else, the opportunity to acquire, *on mutually satisfactory terms and conditions*, a non-exclusive license under any patent which may be owned by, or be otherwise at the disposal of, Krebs.

This may appear to satisfy the conditions of Article XIV to a certain degree, if "mutually satisfactory terms and conditions" cover a payment of one dollar in hand to satisfy legal requirements. However, in the first case arising from this provision (Krebs Ti-Tint Patent), I understand that they have asked for what amounts to a substantial royalty.

Speaking generally, the feeling created in our foreign associates will be to the effect that through our exchange of technical information with them, on the one hand, and with Krebs, on the other, important technical data originating with our foreign associates will be disclosed to Krebs. The information so obtained may readily lead to further investigation by the Krebs Laboratories of a process or method so suggested, and result in a patent, which, if granted, will exclude our foreign associates from any rights in the invention without paying a substantial royalty.

A case of a slightly different nature, which is now developing, will also inevitably affect our relations with our

*Exhibit 837*

European associates. The Krebs Corporation has applied for a patent on the Manufacture of Composite Pigments by Blending. The patent application is drafted in such a way that I believe there will be no great opposition to having it granted in this country. Undoubtedly, the Krebs Corporation will attempt to secure foreign patents as well, and probably will succeed. It so happens that the British Titan Products Company is beginning to manufacture Titanox-B by blending instead of co-precipitation. As yet I have no means of knowing whether their product will fall within the scope of Krebs' invention, but if it is of satisfactory tinting strength and hiding power I assume it will comply with the specifications of Krebs' patent. Under the present arrangement, the British Titan Products Company will be given an opportunity to acquire this process under the Krebs' patent upon payment of satisfactory license fee. No doubt they will refuse to pay such license fee and they will be fully within their rights to oppose the grant of a British patent. Whether they will do so successfully will depend on the special provisions of the British patent law with regard to such opposition. Their opposition to the patent grant will unquestionably have repercussions in our relations with Krebs and also in our relations with the British Titan Products Company.

Another unpleasant situation may be contemplated in that Krebs, in case they succeed in obtaining the above patent, and assuming that the British Titan Products Company declines its purchase, will then be free to offer it to anyone else in Great Britain.

To sum up, the situation with respect to all these license Agreements could be stated somewhat as follows. While the Titan Company in its Agreements with parties consti-



*Exhibit 837*

tuting the British Titan Products Company and the Titan-gesellschaft G.m.b.H., have safeguarded the interests of the Titanium Pigment Company, we have not safeguarded the interests of the Titan Company or our European affiliated companies in executing the present Agreement with Krebs.

The proposed purchase by us of the Titan Company's patents or the assignment of these patents to us, in my opinion, will not remedy the situation, because, under the provisions of Article XIV; our acquisition of these patents would not alter matters one iota. Under the Agreement of 1920, ownership of patents by either party is of no consequence with respect to that party's rights to license or sub-license.

Purchase of the Titan Company's patents might possibly furnish a legal way out of the present difficulty, provided the purchase Agreement specifically stated that the patents involved in the purchase were removed from the structure envisioned by the 1920 Agreement. On this point, competent legal advice might be desirable. Such a course, however, would appear to be, if not actually a legal violation of the 1920 Agreement, directly contrary to the spirit of that agreement.

Furthermore, the purchase of the patents owned by the Titan Company A/S would not remove future possibilities of conflict and misunderstanding. By purchase of these patents, we would still have no right to license Krebs under such subsequent patents, an exclusive license to which we either have obtained or will obtain in the future from the British Titan Products Company and the Titan-gesellschaft G.m.b.H.

It would appear that the solution of this difficulty should lie in the direction of bringing Krebs more closely within

*Exhibit 837*

the structure of the 1920 Agreement, to the extent as would be feasible and compatible with the Krebs obligations to the Du Pont Company. It may be possible to reach some definite understanding in writing, whereby whatever claims the Titan Company may have against Krebs for possible infringement of patents owned by them, would be relinquished in return for the granting of licenses by Krebs under their present and future European patents to the Titan Company and its European affiliates. In other words, the thought here is to bring Krebs within the scope of Article XIV. Such an arrangement would probably be just as beneficial and advantageous to the Krebs Corporation as to the Titan Company and, at the same time, would remove the present difficult situation and create among all the affiliated companies, including Krebs, greater confidence and more wholehearted cooperation.

In this connection, the considerations stated above with respect to our powers to license and sub-license other companies applies to whatever negotiations may now be in progress with companies who are desirous of entering the titanium pigment field and securing from us a license to operate under patents owned by us or our licensors.

Very truly yours,

J. L. TURNER

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**Exhibit 838**

Letterhead of  
**TITAN COMPANY, INC.**

No. 100

GJ/AK

Paris, January 4th 1935.

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

Re Krebs U. S. patent application on coloured pigments -  
ser. No. 714,685 of March 2, 1934 and license under possible  
European patents.

Many thanks for your letter of November 15th with  
enclosed letter from Mr. Rupprecht. My answer is some-  
what delayed because of my trip to Norway and the neces-  
sity of conferring with our associates.

During our conversations with Mr. Rupprecht I ex-  
pressed the European Titan companies' view that the appli-  
cation was not of outstanding interest, for the following  
reasons :

- 1) Very doubtful if a patent giving a satisfactory protec-  
tion could be obtained in view of previous publications  
and patents.
- 2) The manufacture of coloured pigments as described  
would be of the nature of a retail business and the pos-  
sible consumption in the European companies' markets  
of such products was not large.

## Exhibit 838

We (Titan Co. Inc. and our European associates) were, however, interested in licenses in order to establish in practice a cooperation with Krebs as foreseen in the agreement between them and the Titanium Pigment Co. We therefore proposed that we take licenses against payment of the expenses in obtaining and maintaining the patents, and if Krebs wished anything more they would let us know.

When the consent from Titan Co. Inc. and its European associates to the Krebs agreement was requested by the Titanium Pigment Co., you expressed the view based on your negotiations with Mr. Rupprecht, that Krebs would only expect a nominal payment for these licenses except in cases of outstanding development. (I have understood that this was also the practice between Du Pont and I.C.I.)

Mr. Rupprecht, however, requested a royalty of \$5.- per ton corresponding to about 2.5% of the sales value of the pigments. He paid us the compliment of suggesting that we take care of the patent applications in the European countries for the Krebs Corporation. He considered the inventions of value for two reasons :

- 1) They expected a 2 to 3 cents higher price per lb. than for  $TiO_2$ .
- 2) An infringement could relatively easily be proved by the product as compared with process patents, where often an infringement could not be detected in the product.

\$5.-per ton is not a nominal payment and evidently Mr. Rupprecht has different ideas as to cases of *outstanding development* than we have.

In view of our desire to develop friendly relations and a good understanding, I did not take up any discussion of this, but, as you will remember, suggested a broadening of

*Exhibit 838*

the co-operation with Krebs to lines similar to those between the companies of our group.

I shall deal with this matter in another letter.

I informed him in a second meeting, that we and our associates might be willing to pay the royalty for pigments manufactured according to specific described manufacturing methods, which Krebs had worked out in detail, but not on any pigments which may be developed by ourselves.

I pointed out that the patent application contains some very broad principal claims, which I doubted very much will be granted, and, even if we succeeded in having them granted, I did not see any justification for paying a royalty on pigments which should come under such claims when these pigments had been developed by us. The idea of making tinted  $\text{TiO}_2$  pigments with the aid of colouring oxides was old with us and it was only the practical development of specific pigments of this kind which justified a compensation.

Mr. Rupprecht's answer was that if the claims were granted the patent protection was of value.

It was in my mind but I do not know whether Mr. Rupprecht saw the peculiar position we would come in, if we accepted his suggestion of applying for the patent for Krebs. We would then refrain from opposition and have to use our ability and influence to obtain the widest possible protection for which—once obtained—we should pay a royalty.

Mr. Rupprecht anyhow overlooked the fact that the value of a patent claim is not definitely established before it has been tried in the courts. In England patents are easily obtained and represent chiefly a basis for a trial in the courts; in Germany there is a considerable previous critical

*Exhibit 838*

examination and claims granted there are more representative of their possible protective value. When we take a license, however, I assume we have to acknowledge the validity of the patent.

I was not prepared for a discussion in detail of the value of the Krebs application and, as Mr. Rupprecht maintained his demand on a royalty and asked me to put this up to our associates, it was of little use to continue the discussion.

We will now have to substantiate more closely our views. I enclose to this purpose:

- 1) A note from Mr. Ravnstad of December 27th.
- 2) Translation of a letter from I.G. Farbenindustrie of December 28th with annexed
  - a.—copy of a rejected German application D 53024 Deutsche Gasglühlicht-Auer Gesellschaft;
  - b.—extract from opposition case in German application D 53024 re the final decision of the German Court of Appeal.
- 3) A printed specification of the I.G. Brit. Patent No. 384.473.

I particularly draw your attention to the latter, which is of an earlier date than the Krebs application. It is applied for in U.S.A. and the Titanium Pigment Co. has the right to an exclusive license as far as Titanium is concerned. The U.S. application has been sent Titanium Pigment Co. in these days.

Krebs can be informed that an application has been filed in U.S.A. but this can not be shown to the Krebs people without permission from I.G. Farbenindustrie. How-



2937

*Exhibit 838*

ever, the English patent will show them the nature of the invention and should be sufficient.

I presume the above material will alter Mr. Rupprecht's views.

I have discussed the matter with B.T.P.'s board and enclose copy of an informal letter from Mr. Stopford of December 4th, which relates the position we took there.

I have not met Dr. Kühne but assume that T.G.m.b.H. will take the same attitude.

Accordingly I shall appreciate if you will inform Mr. Rupprecht of the enclosed data on the patent side of the question and that, in view of these, we do not feel we should take the position of assisting in the filing of the applications in Europe and this particularly in view of the very broad claims of the U.S. application. We will, though, be glad to consider the question of a license under any patents Krebs may obtain and would suggest this question to be postponed until further.

In the meantime I hope negotiations re the question of a general exchange will develop.

You will note that B.T.P. has in mind to withhold any opposition proceedings against a Krebs application until they see how such negotiations are proceeding. I will suggest to Dr. Kühne that the same attitude be taken by the Titangesellschaft.

I will have to refer again to Mr. Stopford's letter when I write re the question of a general exchange.

With kindest regards,

Yours very truly,

G. JEBSEN

*Exhibit 838*

P.S.—I informed Mr. Rupprecht that he could not expect my answer before middle of January. However, as Krebs must have filed their applications in Europe within 2nd March (according to the international convention), I suggest he is informed as early as possible.

P.P.S.—I.G. Farbenindustrie has just informed me that they wish the American application, Ser. Nr. 590.724, not to be shown Krebs, as it may be unfortunate for the further development of the case. This application should have been sent us earlier, but as the application has been made from their factory in Höchst and deals with Titanium Oxide as only one of the white oxides to be used, this has been overlooked. However, nothing is lost to us, as a patent has been applied for in the important countries and we will have a license if we wish one.

P.P.P.S.—If the I.G. application is granted in U.S.A. Krebs may wish a license under this.

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Exhibit 839

Letterhead of  
TITAN COMPANY, INC.

No. 101

Paris, January 4th 1935.

GJ/AK

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

I much appreciate your request in your letter of November 14 asking me to write in full details my ideas as to broadening the agreement with Krebs.

It is of course very difficult in a letter to deal in detail with a matter of such a broad nature and particularly where the position of Krebs is only partly known to me.

What I think we should aim at is to establish a basis on which a full open and confident co-operation can take place.

To this purpose friction caused by competition should as far as possible be avoided.

Competition can be commercial and technical.

The commercial competition is prevented in our agreement by dividing the markets. In order to secure this division our agreements include in the licenses exclusivity also as regards selling and further nominate each company the sales agent for the others (directly or indirectly).

The protection is then threefold:

*Exhibit 839*

- 1) Protection through the company's own patents.
- 2) Protection through the exclusive licenses received,
- 3) The companies' right to compensation for damages caused by break of the agency agreement.

The technical competition is prevented by each company's right to exclusive licenses under any patents issued to the others, and further by each company's right to have patents applied for in the countries of its territory by any inventor company which is applying for a patent in its own or any other country.

The whole cooperation is of course limited to the "Licensed Field" which I assume in an agreement with Krebs would be that defined in T.P. Co.'s agreement with them.

The agreement should preferably be for a long period of years. It should be kept in mind that exchange of experience incites new technical developments and there will naturally be reluctance in such exchange if any one can break out on relatively short notice when, thanks to some new invention based chiefly on the group's experience, a new and very important patent can be taken out and at the sole disposal of one of the companies.

It should be remembered that sometimes experience is gathered slowly and at great expense and then suddenly by some little discovery this experience becomes of great practical value—a little discovery which often is made within few months on several places. The development can represent a great temptation to leave the cooperation.

You can of course argue that with the market position of the companies here in question anybody will be reluctant to do so, but the point is there and I think most of our associates will consider a long period should be fixed.

I think further it is of importance that the agreement

*Exhibit 839*

with Krebs is made either as a sublicense from T.P. Co. as foreseen in art. XIV of the 1920 agreement, or perhaps better between Titan Co., Inc. and Krebs with T.P. Co.'s consent. Direct agreements between Krebs and our European associates should be avoided, if possible, because it will leave it open to Krebs to treat them differently in practice and the handling gets out of our control, which may lead to a disintegration of our whole construction.

By such agreement tedious negotiations for each license will be avoided, everybody will know that technical developments benefiting one will also benefit the other.

The present arrangement with Krebs has already created divided interests. For instance: if B.T.P. makes an invention patented in U.S.A., re which Krebs wants a license, the profit of this license goes to B.T.P. Consequently B.T.P. is not quite so disinterested in imparting knowledge to Titergesellschaft as they were, and vice versa.

I have thought that this situation would only appear in cases of outstanding development (that is very important cases) but Rupprecht's view on the coloured pigment patent tends to discussion and putting value on even rather small developments.

At present we have a better opportunity than at any other time to bring Krebs to our views, because of their infringement of Titan Co.'s patents, later it will be more difficult because on the one side Titan Co.'s opportunities of making new inventions are lessened and our German and English associates with larger staffs in close contact with actual production are increasing.

Our aim should be to get the relations with Krebs as far as possible in line with the ideas and conditions laid down in article XIV of the license agreement of 1920 be-

## Exhibit 83

tween the Titanium Pigment Co. and Titan Co A/S (resp. Titan Co. Inc.) Some of these are of little or no importance in connection with Krebs, others seem unnecessarily detailed and could presumably be changed.

I shall take each point and comment upon it.

*Ad 1.*—This is not necessary, as Krebs pay no royalty, but it would of course be of interest to exchange data in this respect.

*Ad 2.*—This is one of the main points. It means that we, Titan Co. Inc. and associates, should have the same rights under the Krebs patents for our territories as we have under the Titanium Pigment Co. Which modifications have to be made here in view of Krebs' policy I do not know. The following objections have been raised by Rupprecht:

The American laws (the antitrust law) do not permit such arrangement.

I doubt this to be right, because, if so, both your and our lawyers would then have been wrong in 1920, in forming Art XIV and at that time the antitrust law conditions were particularly considered in connection with this agreement.

Further, if no such agreement can be made between two American companies, the Titan Co. Inc. can not replace Titan Co A/S in that agreement which has been made with your lawyers' advice.

If, however, the agreement between Titanium Pigment Co. and Titan Co., Inc. is lawful, then an agreement direct between Titan Co. Inc. and Krebs should be possible.



*Exhibit 839*

We have, however, still the alternative of letting Titan Co A/S replace Titan Co. Inc. and as a last possibility to let Krebs make the agreements direct with each of our European companies. This is, though, the very last we should consider as it can lead to a loosening of the mutual relationship between our companies, leaving Krebs dealing separately with each of our companies.

The basis for the exchange would be that Titan Co. Inc. should have the right to work under Krebs' patents in its territories, with right to sublicense its associated companies, and Krebs should have the right to work under all patents controlled by Titan Co. Inc. for the U.S.A., which includes the patent rights of its associated companies, this last right to be given with the consent of Titanium Pigment Co.

When I say: the right to work under all patents—these rights must be nearer specified.

You will note that art. II and III specify exclusive licenses for the territories mentioned there, and art. IV non exclusive licenses for South-America, and that art. V foresees a system of changing the exclusive licenses into an ownership or a non exclusive license if circumstances develop making this advisable.

In the case of Krebs, Mr. Rupprecht mentioned that a "Dupont rule" stipulates that no Dupont Co. shall give up its right to manufacture in any country, and therefore only non exclusive licenses could be given.

## Exhibit 839

I doubt that this rule is always applied and it may be worth while to find this out. It may only be Mr. Rupprecht who hesitates to bring the question before Dupont's financial committee.

Mr. Rupprecht in his letter to you of June 28th 1933 says: "It may well be that such negotiations will result in exclusive licenses to your foreign associates".

You will note from Mr. Stopford's report on our discussion in B. T.P., that our English associates are not afraid of Dupont reserving this right. This is to be understood in view of Dupont's relation in England with I.C.I. I.G. Farbenindustrie may have a different view. I will take it up with Dr. Kühne at the next opportunity.

Personally I am inclined, as far as Europe is concerned, to agree with Mr. Rupprecht that there is no possibility of the reservation becoming of practical importance, but why then make it? It seems high-handed.

As regards China and Japan, some remarks from Mr. Rupprecht made me anxious as to whether he really was aware of what he wrote you in his letter of June 28, 1933.

Mr. Rupprecht further reserved a non exclusive license to I.C.I. for the British Empire (may be Canada excluded). This will not be an obstacle. Our cooperation with I.C.I. will provide for this being of no harm.

*Exhibit 839*

*Ad 3.*—This deals only with the matter of procedure for the exchange of the patents. It has certain practical and certain legal aspects but is a detail for consideration when the principal matters have been agreed upon.

*Ad 4.*—Needs no comment.

*Ad 5.*—This condition has been made with the idea of exclusive licenses and the purpose I suppose needs no explanation. If something in that line can be agreed upon it will serve as an extra safeguard for a good cooperation.

*Ad 6.*—The question of technical cooperation beyond an exchange of licenses must be developed with a view to the cooperation existing between Krebs and T.P. Co.

If the agreement provides satisfactorily for no competition between the parties, I think our companies will be inclined to a cooperation as full and open as possible in the same lines as we have between our companies.

*Ad 7.*—Needs no comment.

*Ad 8.*—Needs no comment.

I have given you above my thoughts, but must make the reservation that a letter like this can not completely cover the subject. This is so involved that it is only as negotiations proceed that it can be fully developed. Such negotiations need a considerable amount of careful thought and familiarity with the various conditions.

If you find Mr. Rupprecht receptive to the ideas in general and you should wish my presence, I shall be glad to

come over in the spring, as the matter is of a considerable importance for the good cooperation of all/taking a long view.

With kindest regards,

Yours very truly,

G. JEBSEN

P.S.—I leave to-morrow night for a much needed rest—going to the mountains for one week skiing.

P.P.S.—I suppose it is unnecessary to go into details as to the advantages to Krebs of obtaining a wholehearted cooperation with our group, particularly in view of the obligation of I.G. Farbenindustrie, Imperial Smelting Co. and Goodlass Wall and Lead Ind. to turn over any patent in the Licensed Field to us (Licensed Field as defined in the 1920 agreement), and Imperial Chemical Industries' obligation to turn over any patent to us in a field practically corresponding to the one you have in the Krebs agreement.

A demonstration of this advantage has already arisen with the I.G. patent for coloured pigments, which, considering Mr. Rupprecht's view on this matter, should be of some importance to him.

## Exhibit 840

No. 106.

Letterhead of  
TITAN COMPANY, INC.

GJ/AK

Paris, January 22nd 1935.

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

*Re general exchange of licenses with Krebs.*

Referring to my other letter of to-day and my letter of January 4th, I beg to inform you of my conference with Dr. Kühne, Mr. Weber-Andrae, Dr. Raspe and Mr. Borgwardt, last Thursday in Berlin.

T.G.m.b.H. will welcome an arrangement by which Krebs "enter into the family by wholehearted cooperation."

—We did not discuss the matter in detail, as Dr. Kühne and Mr. Weber-Andrae are familiar with the principles and aim of our agreements.

Re the question mentioned in paragraph 7 page 4 in my letter of January 4th, Dr. Kühne and Mr. Weber-Andrae felt that Dupont's reservation is not satisfactory.

Dr. Kühne mentioned amongst others: As a consequence of such cooperation, T.G. would, generally speaking, refrain from opposition against Krebs' application and Krebs' patent position could therefore become much

*Exhibit 840*

stronger than otherwise, giving Dupont advantages which do not seem justified.

Mr. Weber-Andrae, who knows well Mr. Crane of the Dupont board, offered to write him personally and explain the I.G.'s view. I thanked him for his offer and suggested that I return to it later, if developments made such a step desirable, saying that, in case we should avail ourselves of this, it must be done in the right moment.

Please let me know what you think of this.

I am looking forward with much interest to news from you in this matter and also the result of the investigation concerning the Baltimore plant's infringement of Titan Co. Inc.'s patents. Has a description of the process used in Baltimore been sent Mr. Cole of Dorsey and Cole and has he reported on the question?

With kindest regards,

Yours very truly,

G. JEBSEN



## Exhibit 841

Letterhead of

KREBS PIGMENT &amp; COLOR CORPORATION

January 7, 1935.

CONFIDENTIAL

W. C. Beschorman, Exec. Vice Pres.,  
National Lead Company,  
111 Broadway,  
New York City, New York.

Dear Mr. Beschorman:—

This will confirm conversation in your office on December 21, 1934; concerning negotiations with your German and British associates relative to licenses on any patents we may obtain in those countries corresponding to our United States Patent Office Application Serial No. 714,685, covering "Colored Titanium Oxide Pigments in Paints".

During the last conversation with Dr. Jebsen in your office, I mentioned that du Pont paint or lacquer affiliates in Europe might automatically be required to have licenses under the coating composition claims in the application. Meanwhile, as explained to you, I am informed by our parent company in Wilmington that agreements with du Pont foreign associates, listed below, entitled them to exclusive rights for their respective countries on any developments in the Duco or paid field relating to such products, or compositions competitive therewith:

Duco A. G.—Germany

Nobel Chemical Finishes, Ltd.—British Empire,  
excluding Canada and Newfoundland

*Exhibit 841*

Societe Francaise Duco—France and Colonies  
Societa Italiana Duco—Italy and Colonies

In this class would fall developments as covered by Claims 26 to 36 inclusive of our U. S. Application Serial No. 714,685, all of which claims cover coating compositions comprising pigment and vehicle.

Inasmuch as the patent application is principally one covering a pigment process and product, we have in mind approaching the du Pont associates abroad to obtain their consent to non-exclusive licenses under the coating composition claims above enumerated.

In Germany and England, where the filing of patent application corresponding with our United States Patent Application Serial No. 714,685 is definitely under consideration, it would be our idea that your German and British associates have exclusive rights, except for Krebs, I.C.I., du Pont, and any company in which du Pont holds 51% of the voting stock; and that non-exclusive licenses be granted to the du Pont Duco associates, as named above, in Germany, and in England for the British Empire, exclusive of Canada and Newfoundland, to operate under the coating composition claims.

In France and Italy you will recall it is not our intention to file similar applications. However, in order to protect our Duco associates in those countries, and to permit your foreign associates to sell in those countries, it is suggested that du Pont take out patents in France and Italy covering only coating composition claims, which will entitle their associates in such countries to operate thereunder, and to grant your foreign associates rights under the patents, which will enable them to sell to other consumers of tinted titanium dioxide.

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*Exhibit 841*

I believe the above sets forth our position as clearly and briefly as possible, but if anything is not entirely understood, please call upon me. I regret that I was not familiar with the du Pont arrangements with their paint and lacquer manufacturing associates on the other side, so I could have presented it all very clearly to Dr. Jebson while he was here. It does not in any way alter the pigment process claims in this application, and is merely a matter of protecting our associates who manufacture finishes.

I hope your foreign associates will understand this situation, and we feel confident we will be successful in getting our associates to accept non-exclusive rights on the use claims.

Very truly yours,

C. H. RUPPRECHT  
PRESIDENT.

CHR:s

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Exhibit 842

Letterhead of  
TITAN COMPANY, INC.

No. 107.

Paris, January 22nd 1935.

GJ/AK

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

*Re General Exchange of Licenses with Krebs,*

Referring to Mr. Rupprecht's letter of January 7th and the claims covering coating compositions, I will only mention that in the case of a *general agreement* I think it will be satisfactory, re patents or claims concerning the application of pigments (or other articles in the Licensed Field), if Titan Co. Inc. and its associated companies obtain an exclusive license with the exceptions mentioned by Mr. Rupprecht and with the right to give sublicenses.

You may remember that I mentioned to Mr. Rupprecht that it is not in our general policy to deny our *customers* to work under our patents. I take it to be unnecessary to explain our reasons for this.

With kindest regards,

Yours very truly,

G. JEBSEN

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**Exhibit 843**

March 11, 1935.

Dr. G. Jebsen, Vice President  
Titan Company, Inc.  
26, Rue de la Pepiniere  
Paris, France.

Dear Dr. Jebsen:

I have delayed answering your letters No. 105, 106 and 107 which all treated on both the Krebs application on colored pigments and the possibility of a general exchange of licenses or agreement with the Krebs Company as discussed when you were here.

There is nothing new to say for the application on the colored pigments except that Krebs is revamping their claims and as soon as we receive copies of the new application will forward you copy.

Regarding the question of general exchange of license with the Krebs Company, Mr. Rupprecht was in the office on Friday and advised me that he had been discussing this matter with their other people, which requires him to go through the Grasselli Chemical Company as well as the duPont organization, and they are all in general agreement that it is very desirable to make such a contract but they do not feel it advisable to do so at the present time or until they are completely shut of Blumenfeld.

Blumenfeld is still attempting (although they have not heard from him for about a year) to claim that in buying out the old Commercial Pigments Company they also assumed the agreement which Commercial Pigments had with him for exchange of information. The entire basis of his

*Exhibit 843*

claim is that for approximately six months after the purchase of the Commercial Pigments by the Krebs Company, (when Messrs. Ticknor and Chase were still in the saddle) that they did exchange information—mainly the information came from Blumenfeld and was largely in sending a man over here to show them how to work to the best advantage the patents which they already owned.

You can appreciate from the above why the general license agreement between ourselves may have to be delayed some little time.

With kindest regards,

Very truly yours,

Executive Vice President.



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Exhibit 843(b)

COPY

SOCIETE DE PRODUITS CHIMIQUES DES  
TERRES RARES

67, Rue de Prony, Paris

Mr. C. H. Rupprecht,  
Krebs Pigment & Color Corporation  
256 Vanderpool Street  
Newark, New Jersey

July 27, 1932.

*New York*

Dear Mr. Rupprecht,

Your letter of May 3<sup>rd</sup> was received on time. My great delay in replying is due to the fact that since my return from the far East I have had to go from one place to another almost constantly.

I shall not deny that your letter surprised me greatly. When I had the pleasure of meeting you in New York, we attempted to see how we could most effectively bring about technical collaboration between the European group working in the field of titanium pigments and your company.

Unfortunately, my too short stay in New York did not allow us to lay a definite plan; however, we did decide that, in order to safeguard our respective interests, we would limit the exchange of all technical information to 3 European plants, namely, Fabriques de Produits Chimiques de Thann & de Mulhouse, Verein fur Chemische und Metallurgische Produktion at Aussig (Czecho-Slovakia) and the Societe Titanium at Milan.

*Exhibit 843b*

Returning from my trip, I ordered the department concerned in our organization to send you an outline which would serve as a basis for discussing rational means for effecting this collaboration, and in reply to this outline, I received your letter.

In the meantime, as you know, we have sent you a complete series of laboratory experiments which have been used to establish certain patents.

We also continued to send you all information as in the past, not only because of the conversations which I had the pleasure of having with you in New York, but also because of the formal agreement with the Commercial Pigments Corporation.

Krebs Pigment and Color Corporation having succeeded the latter company, it is rather difficult for me to understand how such an important part of the contract could be purely and simply cancelled (or, literally, "suppressed"—Translator) as you seem to do in your letter, and this, as I have just said, after a conference which was to be considered a beginning, not of a suppression of the principle of exchange, but on the contrary, of a search for the most efficient means (of effecting said exchange).

I shall be extremely grateful to you for a reconsideration of the entire question.

In awaiting your early reply, my dear Mr. Rupprecht, kindly accept my most sincere wishes.

(Signed) J. BLUMENFELD.

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Exhibit 843(a)

COPY

May 23, 1932

Societe de Produits Chimiques des Terres Rares  
67 Rue de Prony, Paris XVII<sup>e</sup>, France

Gentlemen: Attention: Dr. Joseph Blumenfeld  
and  
Dr. Charles de Rohden

Your letter of February 24th, signed by Dr. de Rohden, and addressed to Dr. J. E. Booge, has been referred to me for attention, but due to the pressure of many matters I have been unable to reply before this time.

We received the suggestions for exchange of information which accompanied your letter, however, this is a matter which we have not as yet been able to give final consideration.

At the time we had the pleasure of a visit from Dr. Blumenfeld in September of last year, this matter was discussed in a tentative way, and it was understood that it would have further discussion upon his return to this country enroute to France, around the first of this year. At the time of Dr. de Rohden's departure we were still expecting that we would have the pleasure of another visit from Dr. Blumenfeld. However, this has not occurred and we would merely like to state that this question of exchange of information will have to be held in abeyance pending further consideration and possible discussion, and that until such time, it will not be possible for this company to enter into any agreement with your company.

*Exhibit 843a*

Relative to the information which you and your associates are forwarding, it is entirely in your hands whether or not to continue this procedure, with the definite understanding, however, that it does not obligate the Krebs Pigment & Color Corporation in any way. We would ask that you kindly inform your associates accordingly.

We will endeavor to arrange for final disposition of this suggested exchange of information at as early a date as possible.

Dr. Booge's activities have kept him so busy that any plans for a trip to Europe are still quite vague. However, he joins me in sending kindest regards.

Yours very truly,

C. H. RUPPRECHT

CHR:s

President

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Exhibit 844

Letterhead of  
TITAN COMPANY, INC.

Gj/AK

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Paris, May 21st 1935.

Dear Mr. Beschorman,

Many thanks for your letter of March 11th, which I have read with much interest. Please excuse my late answer due to overcrowded work and the matter not being urgent.

I am glad to note that Dupont and Graselli are in agreement that it is desirable to make such a contract but I regret that they find a postponement necessary in view of their relations to Blumenfeld. This is of course a question for them to judge. Their standpoint raises, however, the following question:

Does Rupperecht expect during the period he requires for clearing up his relations with Blumenfeld, to receive compensations for any licences under patents or possible patent rights of Krebs in Titan Co. Inc. and associated companies' territories, or not?

If he does—what about the U.S.A. patent rights of Titan Co. Inc. and associated companies?

During my last stay in New York, you asked Mr. Kaegebehn to write you a report on Krebs' infringements of our patents, and I understood you agreed to my suggestion to ask Mr. Frank Cole of Dorsey & Cole to make a report.

## Exhibit 844

I should much appreciate to hear what the results are. Mr. Carter and you told me that Duponts are very patent-conscious. When so, Mr. Rupprecht should rather feel that he can not have it both ways in his favour.

If the question of a compensation for a U.S.A. license under Titan Company Inc.'s patents is postponed until the patents have run out, our position is much weaker with regard to this question, if it can be taken up at all.

There is also another point to consider:

The arrangement with Krebs, which you proposed to our associates for their approval, provides for a first call on the Krebs patents in the respective territories. Each has to pay for the licences from Krebs and from the attitude of Rupprecht last year, the payment they expect is not a nominal one.

In recompense, Titan Co. Inc. and our associates should have a compensation from Krebs for any of their U.S.A. patents which Krebs should make use of.

It was expressly pointed out that the National Lead Company would look after our interests in this respect.

Up to now, as far as I know, there is only the question of an infringement of Titan Co. Inc.'s patents—a company controlled by the National Lead Co. We will therefore at present have little difficulty or no difficulty in obtaining our associates' agreement to an arrangement with Krebs as I suggested "to waive payments from both sides". Both B.T.P. and T.G.M.B.H.'s boards have verbally expressed their agreement in principle.

However, if any of our associates should make a patentable development of outstanding interest, their attitude may change. This particular "inventor" company will then have the sole right to the compensation from Krebs for a license under the U.S.A. patent and as they are not interested in



*Exhibit 844*

Titan Co. Inc. and our other associates' territories, there may be less inclination or a direct objection to any agreement with Krebs for the exchange of patent rights without compensation, as it may be considered giving a present to Titan Co. Inc. and our other associates.

The working out of an agreement with Dupont-Krebs will certainly take time and the earlier it starts the better.

Is Rupprecht willing to do this now, so that it is ready for signature the day he is prepared to sign it?

Doing this, we will all better know where we have Krebs and it will be easier also to have our associates' approval.

I acknowledge receipt of your letter of May 10th regarding Mr. Rupprecht's information that only the "use of the pigment claims" will be filed in England, Germany, France and Italy.

It will be of interest to know what the intentions are with regard to such patents if granted. Will we have a first call on a license under these, with the right to give sublicenses to our customers?

I ask the question of two reasons:

- a) with regard to our attitude as to opposing the Krebs applications;
- b) to know better how Mr. Rupprecht's mind is running in these matters.

Personally I doubt very much that a satisfactory patent can be obtained and still more that such a patent can be enforced.

I therefore do not see the purpose.

With kindest regards,

Yours very truly,

G. JEBSEN

October 29, 1935

Dr. G. Jebsen, Vice President  
Titan Company, Incorporated  
26, Rue de la Pepiniere  
Paris 8e, France

Dear Dr. Jebsen:

I had a very extended interview with Rupprecht of the Krebs Company yesterday, and they are very seriously considering the question of full license agreement between us on the lines of the 1920 agreement. In the meantime they have decided to take out no European patents whatever on the colored titanium pigments and their information is at your disposal to take out patents if you desire for the countries in which you are interested.

They are also working to get a change on their licenses with the Duco subsidiaries in Europe with the intention of changing the feature which gives them exclusive use of DuPont patent developments. It is to get around this feature that they have decided to take out no patents in Europe on the tinted titanium pigments.

I sincerely hope by the time you get over next spring, we may be able to work out something on this line.

With kindest regards,

Yours very truly,

Executive Vice President

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**Exhibit 846**

Letterhead of  
**TITAN COMPANY, INC.**

GJ/AK

Paris, November 15th 1935.

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

I am very glad to receive the news in your letter of October 29th, regarding your conversation with Mr. Rupprecht, and look forward with interest to your news regarding further developments.

I will inform the Titangesellschaft and British Titan Products Co. of the Krebs Co's offer to put at our disposal their information as regards their colored titanium pigments, to enable us to take out patents if desired, which gesture certainly will be much appreciated.

You will remember that our people were much in doubt if any valid patent could be obtained. A further study of the matter has naturally been postponed on this side. I have asked Mr. Raynes to go into the matter ~~one~~ more to see what feature, if any, may be considered of interest, but I understand that the application, if any, is likely to be of a very limited scope.

With kindest regards,

Yours very truly,

G. JERSEN

Encl. copy of letter to T.G., Nov. 15

" " " " B.T.P. " "

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Exhibit 847

GJ/AK

Paris, November 15th, 1935.

Titangesellschaft m.b.H.  
Leverkusen I.G. Werk

STRICTLY CONFIDENTIAL

Dear Sirs,

Referring to my conversation with Dr. Raspe last week, I beg to confirm that I received information from Mr. Beschorman to the effect that the Krebs Company has decided to take out no European patents whatever on the colored titanium pigments dealt with in the U.S. Application Ser. No. 714,685, and that their information is at our disposal to take out patents if we so desire for the countries in which we are interested.

Please let me know if you wish to avail yourselves of the Krebs Company's offer the spirit of which you certainly will appreciate.

Mr. Ravnstad informs me that he considers a decision in this matter desirable earliest possible in view of possible publications.

I am glad to be able to add that the Krebs Company is trying to remove obstacles to the purpose of broadening their agreement with the Titanium Pigment Co. with a view to a closer technical cooperation with the associated European companies.

Yours very truly,

*Exhibit 847*

Take up with Mr. Beschorman ask him to see Mr. R. and ascertain whether Krebs will permit Titan to file in Titan's name or in Krebs?

NOTE: Above paragraph is attached to following exhibit, namely Exhibit 848.

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Exhibit 848

Letterhead of  
TITAN COMPANY, INC.

SA/LA

Paris, 9 December 1935.

Titanium Pigment Co. Inc.

P.O. Box 58

SOUTH AMBOY

N.J.

Att. Mr. C. F. Kagebehn

Dear Sirs,

*U.S. Pat. Appl. Ser. No. 714.685—McKinney  
Assignment to Krebs Pigment & Color Cor-  
poration "Colored titanium oxide pigments &  
paints"*

"As you will be aware our European associates and our-  
selves are studying the question whether patent applications  
in the above case should be filed in our territory.

In this connection, it would be of interest to have some  
information regarding the prosecution of the above U.S.  
application and we should be much obliged to you if you  
would ask the Krebs Pigment & Color Corporation (if  
you think this could be done) whether they would be willing  
to place at our disposal copies of the Office Actions and  
responses hereto which have appeared up to now. If so, we  
should be glad if you would see to it that copies of these  
papers are sent to us.

Thanking you in advance,

We are.

Yours very truly,

Per TITAN COMPANY INC.

ANDREAS RAVNESTAD



## Exhibit 849

January 23, 1935.

Dr. G. Jebsen,  
For Mr. Andreas Ravnstad,  
c/o Titan Company, Inc.  
26, rue de la Pepiniere,  
Paris—8e, France.

U. S. Serial No. 714,685  
McKinney Application.

Gentlemen:

Your letter of December 9, 1935 was received and we have endeavored to obtain copies of Patent Office action and response thereto which have been entered in this case up to now.

Although we have been unable to secure the copies you ask for, we have gone into the matter with the Krebs Corp. We were informed that up to the present time, all claims have been rejected. The case now contains only process claims directed to the manufacture of the colored pigments and product claims covering the resulting products. The broadest of these process claims and product claims have also been rejected. The Krebs Corp. also informs us that they have filed another application in the name of Messrs. McKinney and Smith. This second application is similar to U. S. Ser. No. 714,685 to McKinney. They expect to abandon the McKinney application and prosecute the McKinney and Smith application because of confusion as to whether the invention was a sole invention or a joint one. We expect to receive a copy of this new application.

We have been informed of Mr. Beschorman's letter to Dr. Jebsen dated October 29, 1935 advising you that you

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*Exhibit 849*

are free to file corresponding applications in your territory. Accordingly, we will have copies made of the McKinney and Smith application and send them to you so that you may determine whether the applications you expect to file should correspond to the McKianey application or to the application of McKinney and Smith.

We trust this information will be useful to you.

Yours very truly,

TITANIUM PIGMENT COMPANY, INC.,

C. F. Kaagebehn

Secretary,

Patent Committee.

CFK:PS

## Exhibit 850

*Destroy after reading—do not file*

1.

Dr. Booge is not coming to see you on Friday unless you hear from him to the contrary.

2.

You asked Dr. Booge to mail you Office Actions and amendments on Ti-Tint applications to facilitate filing applications on these pigments abroad by Dr. Jebesen:

In conversation between Messrs. Rupprecht and Beschorman it was tentatively agreed that in view of the fact that Krebs do not intend to file any foreign applications, Dr. Jebesen is free to file abroad in any countries he may desire.

There is, however, a point which has not been decided as yet. No claims for paints made from Ti-Tints have been included in the United States applications; there is the possibility that Dr. Jebesen may want to include such claims in his applications, and this possibility is worrying Mr. Rupprecht. He fears that such claims, if granted, would exclude the Dupont foreign associates from manufacturing paints containing Ti-Tints, which would create a very undesirable situation. Therefore Mr. Rupprecht very strongly stipulates that if Dr. Jebesen does file, his applications should not include any paint claims.

Nevertheless, you are not free as yet to notify Dr. Jebesen that he is at liberty to proceed with such applications; Mr. Rupprecht desires to discuss the question still further with Mr. Beschorman.

Mr. Rupprecht is away on a trip and will not return for a week or so. Whether or not he will take up this question

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*Exhibit 850*

with Mr. Beschorman soon after his return is not clear to me from conversation with Dr. Booge. You will have therefore to get in touch with Mr. Beschorman and ask him to arrange for an early conference with Mr. Rupprecht so as to clear up the matter and enable you in turn to write to Dr. Jebsen.

It will be only after this clarification that copies of Office Actions and amendments will be mailed to you.

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**Exhibit 851**

Letterhead of  
**TITAN COMPANY, INC.**

SA/LA

Paris, 11. February 1936

Titanium Pigment Co. Inc.

P.O. Box 58

SOUTH AMBOY

N. J.

*Att. Mr. C. F. Kaegsbehn*

Dear Sirs,

U. S. Ser. No. 714,685—McKinney assignor to  
Krebs Pigment & Color  
Corporation

We acknowledge with thanks the receipt of your letter  
of the 23. ult.

We note that the Krebs Corp. intends to withdraw the  
above application and to file an other application in the  
name of McKinney and Smith, and we are looking forward  
with interest to receiving a copy of this application.

Please note that we have assigned the reference No  
T. 143 to U. S. Ser. No. 714,685.

Yours very truly,

Per TITANIUM COMPANY INC.

Sigurd Andersen.

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Exhibit 852

Letterhead of

TITANIUM PIGMENT CO., INC.

February 27, 1936

Mr. W. C. Beschorman  
Executive Vice President  
National Lead Company  
111 Broadway  
New York, New York

Subject: Patent situation—Ti-Tints

Dear Mr. Beschorman:

I beg to report herewith on the patent situation regarding the so-called Ti-Tint pigments.

A copy of the McKinney application was sent to Dr. Jebsen with Mr. Rupprecht's permission. My understanding is that in subsequent conversations between Dr. Jebsen and Mr. Rupprecht when the former was in this country during the fall of 1934, no agreement was reached as to royalties.

On October 29, 1935 you wrote to Dr. Jebsen informing him that the Krebs Company did not intend to file any European applications and that therefore the Titan Company was free to go ahead and file applications on their own behalf.

Evidently the Titan Company inferred that they were free to apply for applications corresponding to the U. S. application of McKinney because they wrote me on December 9, 1935 asking me to obtain if possible copies of patent office actions and responses thereto in the McKinney application.



*Exhibit 852*

After taking this matter up with you and the Krebs people I replied on January 23 giving them the status of the case at the present time in the United States Patent Office, and informing them of the existence of a second application, the McKinney and Smith applications relating to the same subjects. I later received instructions from you to advise the Titan Company that they were not to make claims to the use of Ti-Tints in surface coating compositions in view of the license arrangements between duPont and their foreign associates on Duco Lacquers.

My surmise that the Titan Company were going ahead on the presumption that they could file applications corresponding to the McKinney U. S. application was further confirmed in the letter I received from Titan Company dated September 11, in which they refer to the Ti-Tint application as Case T. 143. Titan Co. always sets up a T Case number for all inventions where they have right to apply for patents in their territory correspondent to applications filed in this country. A situation has thus arisen which is somewhat embarrassing.

Titan Company will send us certain documents which will require the Signature of the inventors or Krebs' officials. These documents are necessary to permit them to file European applications corresponding to the U. S. Ti-Tint applications of McKinney and McKinney and Smith. The Krebs Company are not permitted by the duPont executive committee to dispose of any patent rights (which are regarded as capital assets) without proper consideration. The Krebs Company is somewhat at a loss to understand why Titan Company desires to file these applications after Dr. Jebsen rejected the original proposal.

In an endeavor to reach some understanding on this matter Mr. Turner had a conversation with Dr. Booge. Dr.

## Exhibit 852

Booge lacked the authority to reach any definite agreement but stated that he would take the matter up with Mr. Rupprecht.

I would like respectfully suggest that an attempt be made to clarify this situation on the following basis:

Since Krebs decided not to apply for patents in foreign countries they have in effect relinquished or renounced their rights abroad. Consequently there should not be any great obstacle in the way of Titan Company applying in Krebs' name and obtaining a non-exclusive license in any patents that might issue abroad in consideration of having undertaken the expense incurred in filing and prosecuting the foreign applications. It will be understood of course that the foreign applications will not contain claims directed to surface coating compositions containing Ti-Tints.

Yours very truly,

CHARLES F. KAEGERLIN

CFK.BR

## Exhibit 853

111 BROADWAY

NEW YORK

May 25, 1937.

Mr. W. C. Berschorman, Executive Vice President  
National Lead Company  
111 Broadway, New York, N. Y.

Dear Mr. Berschorman:

I learned from Mr. Kaegebehn that the DuPont de Nemours Company have a series of patent applications pending in the United States Patent Office, of which Titan Company, Inc. and its European associates have not been informed. According to the Agreement between National Lead Company and DuPont de Nemours of January 1st, 1933, Titan Company, Inc. and its European associates have first call on licenses under any European patents in the "Licensed Field", owned by DuPont de Nemours. They have though no contractual right to information of DuPont de Nemours' inventions before European patents have been granted, and also have no claim to request of DuPont to endeavor to obtain European patents under the inventions.

You will appreciate that in case of an outstanding development regarding which DuPont has neglected to obtain a patent protection in the European countries, the invention may fall into public property in the European countries; a situation which may be undesirable. As regards patent protection in the United States on inventions of Titan Company, Inc. and its European associates re which patents are applied for in Europe, the National Lead

## Exhibit 853

Company has the right and opportunity to see this provided for to the extent that it is possible, and if DuPont de Nemours wish a license, they have an opportunity to benefit by the same protection.

I am certain you will appreciate that this situation is not an equitable one. As possible unfortunate instances I might point out two cases: 1) the DuPont de Nemours Company make an outstanding development *based upon their own experience* regarding which protection would have been desired; 2) DuPont de Nemours make an outstanding development *on the basis of experience first acquired in Europe* and conveyed to DuPont through National Lead Company. Particularly in the latter case resentment may arise if the European companies find themselves left in the open.

I raise the question whether it should not be provided for that Titan Company, Inc. and its European associates are furnished with the same information regarding patent applications of DuPont as received by the National Lead Company, and will appreciate if you will give this consideration.

With kindest regards,

Very truly yours,

G. JEBSEN

## Exhibit 854

June 3, 1937

C. H. RUPPRECHT, ESQ.  
NEMOURS BUILDING

RE: BLENDED PIGMENTS  
TITAN AGREEMENT

---

Attached find copy of proposed license agreement with Titan, Inc., involving the foreign patents and applications on Booge Blended Pigment case 575-K.

The agreement embodies all of the terms suggested by you in our discussion Tuesday afternoon. A sub-licensing clause to a third party is included, limiting the right to sub-license by and with the consent of du Pont. I believe some restriction should at least be placed on the sub-licensing feature in order to avoid the possibility of granting royalty-free sub-licenses, if this is desired.

After you have considered the proposed agreement, please call me so that we may incorporate desired changes prior to submitting the same to Mr. Biesterfeld for approval.

JOHN P. HANCOCK

JPH:H  
Enc.

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Exhibit 855

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Letterhead of

E. I. DU PONT DE NEMOURS & COMPANY

Copy to: London Office

June 25, 1937

FOREIGN RELATIONS DEPARTMENT

MISS H. M. KIMBLE

LEGAL DEPARTMENT

We are in receipt of your letter of June 21st, attaching a memorandum on proposed agreement between du Pont and Itan, Inc., a subsidiary of National Lead, which agreement is in line with the agreement between du Pont and Titanium Pigments Company (a subsidiary of National Lead Company), dated January, 1933. You are correct in your understanding that titanium pigments are outside the I.C.I./du Pont Agreement. I think your suggestion that I.C.I. be informed of the proposed agreement as a matter of courtesy and because of their minority interest in British Titan Products Company is a good one.

We see nothing in the agreement that is in any way objectionable from the Foreign Relations viewpoint.

FOREIGN RELATIONS DEPARTMENT

J. K. JENNEY, ASST. DIRECTOR

J. K. Jenney (s)

JKJ.r



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Exhibit 856

(COPY)

Dr. G. Jebsen—Vice-President  
Titan Company, Incorporated  
26, Rue de la Pepiniere  
Paris—8e—France

July 8, 1937

Dear Dr. Jebsen:—

Mr. Rupprecht has submitted to Mr. Beschorman a draft of a proposed license agreement between E. I. DuPont and Titan Co., Inc., respecting DuPont's European patents and applications relating to blended titanium dioxide pigments. A copy of this proposed agreement is enclosed herewith.

The intention of this proposed agreement is to grant to Titan Company, Inc., an exclusive, royalty-free license under all European patents and applications owned by DuPont covering blended titanium dioxide pigments; such license carrying with it the privilege of granting sub-licenses to the European associates of Titan Co., Inc.

Concerning the agreement itself, we have the following comments to offer:

*Page 1, paragraph 1:* We presume the principal place of business of Titan Co., Inc. should be set forth as "the City of Paris, in the Republic of France."

*Page 1, paragraph 2:* The patents and applications listed correspond to the information given you in the writer's memorandum to you of June 4th.

*Pages 2 & 3, Article 1:* The word "Germany has been omitted below the word "France." (Typographical omission).

*Exhibit 856*

As to the license granted to Titan Company, you will note that this article reads:

"to practice throughout the United Kingdom of Great Britain, Ireland and the Isle of Man, France, Italy, Germany and Czechoslovakia only, any process disclosed or claimed in said letters patent or applications therefor, and to make, use and/or sell throughout each of the aforementioned countries any products described and/or claimed in said letters patents and/or applications."

This language could be interpreted to mean that Titan Company is restricted from selling outside the countries enumerated.

Mr. Beschorman called Mr. Rupprecht's attention to the fact that the associates of Titan Company sell their products in many countries outside those mentioned in Article 1, and, consequently, they ought not to be restricted by this Article to sell blended titanium pigments only in the countries enumerated. Mr. Rupprecht stated that this was not intended, but that this Article was drafted in its present form in view of the following consideration:

DuPont has been advised by its legal department that it has no right to grant any rights or licenses for any country in which they do not have a patent or an application. Thus, the territorial scope of the license granted in Article 1 can only include those countries wherein the patents and applications have a legal force and effect. Consequently, Mr. Rupprecht advised Mr. Beschorman that DuPont does not consider this Article as restricting the field of sale of Titan Company and its associates, but only as fixing the limits of what DuPont is able to give. Therefore, since

*Exhibit 856*

DuPont has no foreign patents in countries other than those enumerated which might interfere with Titan Company's right to manufacture and sell, Titan Company and its associates are free both to manufacture and to sell in any countries not protected by patents or applications.

*Page 3, Article 2:* As to the associates to whom Titan Company may grant sub-licenses, only those associates of Titan Company which reside in countries where DuPont has a patent or application have been mentioned. (cf. comments to Article 1).

*Article 3:* No comments.

*Article 4:* We questioned whether this Article imposed on Titan Company the obligation to maintain the patents even though it may not regard them as of sufficient value to justify the expense. We were assured that this Article is to be interpreted as granting Titan Company discretion-  
ary powers as to maintaining the patents and only obliges Titan Company to advise DuPont when it intends to abandon a patent.

*Article 5:* No comments.

*Article 6:* No comments.

*Article 7:* No comments.

*Article 8:* No comments.

*Article 9:* No comments.

*Article 10:* No comments.

In connection with this agreement, you will note that the license granted Titan Company is an exclusive one and no exception has been made as to DuPont's reserving a non-

Exhibit 856

"Wrong License retains rights in DuPont. J. P. H."

exclusive license for itself and its allied companies. Mr. Rupprecht further stated that if Titan Company could obtain valid patents in countries other than those now covered by DuPont's patents, he would be glad to co-operate with Titan Company in obtaining such patents. Although the writer is not familiar with the requirements for obtaining patents in countries outside of the United States and French and, possibly, the British patents, preclude the possibility of obtaining valid patents in additional countries.

This proposed license agreement is still to be approved by the Finance Committee of E. I. DuPont, but Mr. Rupprecht feels confident of obtaining the Committee's approval.

This proposed agreement appears adequately to cover the purpose for which it is intended. It is most certainly a step in the right direction toward establishing a direct connection between Titan Company and E. I. DuPont.

We hope this agreement, viewed in the light of the interpretation of Articles 1, 2 and 4, as contained in this letter, will meet with your approval.

Yours very truly,

CFK:lo

encl.

c.c. Mr. W. C. Beschorman

## Exhibit 857

GJ/KL

July 24, 1937

W. C. Beschorman, Esq.  
Vice President  
National Lead Company,  
New York,

Dear Mr. Beschorman:—

Many thanks for your letter with information as to your visit to Europe, to which I am looking forward; and also my thanks for your cable of July 22nd, as per copy enclosed, which was forwarded to me at Hankö, where I am staying on holidays.

I had a few days before received from Paris Mr. Kaeglehn's letter of July 8th with enclosed draft of the license agreement.

I confirm my cable of yesterday as per enclosed copy. From my knowledge of the British Titan Products Company's attitude, and particularly Major Barley's intimate knowledge of the manner in which Dupont acts, I assume that the British Titan Products Company will be pleased by the arrangement.

As regards Titan-Gesellschaft, the people of the I.G. have less understanding of the Dupont situation, and I know that they find the reservation for the Dupont companies to operate unpleasant. This view I consider partly due to the above-mentioned less knowledge of Dupont and partly due to the German mentality, which has a strong inclination for strictly clear-cut lines. As, however, Dr. Kühne and Dr. Brüggemann, as well as Dr. Raspe are fully in accordance with our aim as regards co-operation with Dupont, I believe they will join my view as expressed in the cable.

*Exhibit 857*

I telephoned to Leverkusen and found Dr. Raspe, who was leaving on holiday today, and he joined my view.

Dr. Kühne is absent on holidays and will be back August 12th. A definite and formal approval by Titangesellschaft will therefore have to be postponed until his return, and as Dr. Raspe returns August 16th, I am trying to arrange for a meeting in the latter half of August, together with you, at which time we also will have to take up the formal approval of the other agreements dealt with during my stay in New York—Canadian Industries Limited and the arrangement by which the National Lead Co. takes charge of the payments to Dupont and receives payments from Dupont for licenses to be granted between Dupont on the one side and Titan Company Inc. and associated companies on the other side. I have given Dr. Raspe information of this and an exemplar of the Canadian Industries agreement. I took up these two last mentioned matters with the British Titan Products Co. Ltd. during my stay in London and had them approved.

As regards my cable of yesterday, this speaks for itself. I trust my comments to Par. 4 that we shall we shall "effect all necessary workings to maintain said letters patent etc." will cause no difficulty. The stipulation is, I may say, old fashioned and can give cause for much dispute. The legal requirements in the various countries as regards "necessary workings" are not well defined, and in certain countries, as for instance Italy and Czecho-Slovakia, it may prove impossible from a practical point of view to fulfill such an obligation. I presume though that this matter can be satisfactorily arranged.

I also confirm my cable of today as per copy enclosed.



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*Exhibit 857*

This letter will not reach you in New York, so I am sending a copy to Park Lane Hotel, London, and I presume I will have been able within your arrival to fix definite dates as regards meetings in London and your visit on the Continent.

Hoping you will have a good passage, I am, with kindest regards,

Yours sincerely,

G. JEBSEN

*Enclosure.*

Copy to Park Lane Hotel,  
London.

Dr. G. Jebsen,

p.t.

22/7.37. - from Paris

Paris received today stop

Referring Kaagebehns letter eighth transmitting draft proposed Titan Dupont agreement now have completed agreement unchanged excepting addition of clause inadvertently omitted reading "It is understood and agreed by and between the parties hereto that the rights and licenses herein vested in Titan shall be subject to the right of Dupont or any of its controlled subsidiaries to freely use and employ said inventions comprised within said letters patent and or applications throughout the countries mentioned as well as the right of Imperial Chemical Industries Ltd. of London England to use and employ said inventions throughout the United Kingdom of Great Britain Ireland and the Island of Man" This you understand must be in every license agreement they grant but is innocuous and advantage will never be taken.

Is it satisfactory you and associated that this be executed

Beschorman.

*Exhibit 857*

W. G. Beschorman, Esq.,

New York

23/7.37.

Beschorman, Leadco, Newyork

Consider personally license agreement du Pont satisfactory with Kaegebehns adjustments and interpretations letter July 8 except Titanines principal place of business should not be Paris due to tax matters but New York where books are kept and taxes paid and provided stipulations re formal working is limited to endeavour to effect such or a similar reservation be taken stop we do not manufacture in Czecho-Slovakia and Italy but only sell and legal requirements re formal working are subject to varying interpretation as no definite practice yet developed this reservation can presumably be dealt with in a letter stop consider British Titan Titangesellschaft Socititane will approve agreement on this basis. Congratulations with result Kühne Raspe absent holidays (until August 14.)

Jebsen.

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Exhibit 858

COPY

NATIONAL LEAD COMPANY

111 Broadway

New York July 26, 1937

W.C. Beschorman  
Executive Vice President

*CONFIDENTIAL*

Mr. C. H. Rupprecht, General Manager  
Krebs Pigments Department  
E. I. duPont de Nemours & Company, Inc.  
Wilmington, Delaware.

Dear Mr. Rupprecht:

I am returning herewith both the original and duplicate copies of the proposed license agreement with Titan Co. Inc. covering patents issued and applications pending in the European countries mentioned on your blended titanium dioxide pigments.

You will note that I have signed these for the Titan Co. Inc., and would call your attention to one change that I have made on the first page where I have blotted out on the ninth and tenth lines "and Paris, France" and initialled this change.

Dr. Jebson called our attention the fact that if the contract was on file in Paris with these words in it, it would add very materially to their taxes.

While we have signed the contract as written, Dr. Jebson calls our attention to the stipulation in Article 5 of

*Exhibit 858*

the proposed agreement with Titan Co. Inc. that they will pay all necessary maintenance fees and/or taxes and will "execute all necessary workings to maintain said letters patent". He desires that this be interpreted to mean "will endeavor to execute all necessary workings", explaining that this is necessary in view of the patent laws in the various countries where, for example, Titan Company and its associates sell but do not manufacture—for instance, Czechoslovakia and Italy.

This interpretation should not be objectionable as this clause later on obligates Titan Co., Inc. to inform du Pont if any patent is to be abandoned.

Kindly advise if this interpretation is satisfactory.

Very truly yours,

(s) W. C. BESCHORMAN  
Executive Vice President.

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Exhibit 859

Letterhead of

E. I. DU PONT DE NEMOURS & COMPANY

Blind copies to:

Messrs. J. P. Hancock—Legal Dept.

C. H. Lyman —Office

July 27, 1937.

Dear Mr. Beschorman:

We have your letter of July 26th, enclosing signed copies of the license agreement with the Titan Co., Inc., covering patents issued and applications pending in specified European countries on our blended titanium dioxide pigments. These have now been formally executed by us, and I am returning signed copy for your files.

Note the elimination of the words: "and Paris, France." on the first page, which you have initialed and I have also done the same.

With respect to the workings in certain of the countries where Titan Co., Inc. and its associates do not manufacture, it will be understood that Titan Co., Inc. will endeavor to execute all necessary workings. As you say, in the event that such workings are not possible, which would therefore indicate the advisability of abandonment of the patents, we would be so notified and could take whatever action was necessary.

You can, therefore, inform Dr. Jebsen that we thoroughly understand the situation and its interpretation, and



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*Exhibit 859*

hope he will be able to successfully maintain workings of these patents, and if not, we can be advised.

Yours very truly,

C. H. RUPPRECHT

GENERAL MANAGER.

CHR:S

Encl.

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Exhibit 860

Letterhead of

TITAN COMPANY, INC.

No. 17.

CJ/AK

Paris, September 16th 1937.

William C. Beschorman Esq.

Vice President

National Lead Company,

111 Broadway

New York City, U.S.A.

Dear Mr. Beschorman,

You handed me in Hamburg, on August 16th, the License Agreement between E.I. Du Pont de Nemours & Co. and Titan Company Inc., of July 27th, together with a letter from Mr. C. H. Rupprecht of Du Pont de Nemours, of the same date.

Previously I had received from Mr. Kaegebehn a letter of July 8th with interpretations of various of the stipulations of the agreement, developed during conversations with Mr. Rupprecht.

I also refer to my letter to you of July 24th, confirming cable communications of July 22nd, 23rd and 24th.

For the sake of formality and for practical reasons, I herewith confirm that the matter has been submitted to:

- 1) The British Titan Products Co. Ltd. whose Board on August 24th approved the arrangement.
- 2) The Titangesellschaft m.b.H. whose Board in the meetings of 18th and 19th of August gave their approval, subject to investigations of the Patent Department, and on September 11th finally approved it.

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*Exhibit 860*

We have still to submit it to Sté Industrielle du Titane which, I take it, will approve the arrangement, and I shall inform you in due course.

I am sending copy of this letter to Mr. Kaegebehn and Mr. Cole for their information, so that they can arrange for a resolution in the Board of Titan Company Inc. giving its approval, as soon as they are also informed of the decision of Sté Industrielle du Titane.

With kind regards,

Yours very truly,

G. JEBSEN

P.S.—May I, for the sake of clearness, comment on Mr. Rupprecht's letter of July 27th, third paragraph, regarding workings.

Mr. Rupprecht seems to think that we will know beforehand whether workings are possible or not, and be able to notify him accordingly with a view of the advisability of abandonment of the patents.

However, in many countries the stipulations regarding workings are of such unclear nature that this is not possible.

It is also so that a practice which has been considered as satisfying the conditions regarding workings sometimes later is found by the authorities to be unsatisfactory.

It is clear to me that as long as we do our best in this matter, Du Pont will be satisfied, but I mention it as it may be of interest to Mr. Rupprecht to be informed of the exact situation.

Copy to Mr. Kaegebehn

“ “ “ Cole.

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Exhibit 861

No. 23.

Paris, October 1st 1937.

GJ/AK

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

*Re License Agreement E.I. Du Pont de Nemours—Titan  
Company Inc., of July 27th.*

Referring to my letter No. 17 of September 16th, I beg  
to inform you that the matter has been formally submitted  
to the Board of Sté Industrielle du Titane, which has given  
its approval.

Yours very truly,

sign. G. JEBSEN

Copy to Mr. Cole

" " " Kaegebehn

## Exhibit 862

GJ/AK

Paris, November 12th 1937.

J.L. Turner Esq.

Titanium Pigment Corporation

P.O. Bbx 58

South Amboy, N.J.

Dear Mr. Turner,

You have received a kilogram or two of the new pigment produced on semi-industrial scale in Leverkusen.

We attach on this side a very great importance to this development. Mr. Ravnstad has also taken with him a sample of the pigment.

This pigment consists of 100% Rutile, and preliminary experiments have indicated that the material, as regards resistance against fading, is practically equal to the Aluminium Oxide coated pigment. As regards chalking resistance, indications are that it is nearly as good as the Aluminium Oxide coated pigment and considerably better than the other pigments. This, however, has only been indicated by weatherometer tests which are not conclusive.

I should much appreciate to hear from you what you think of this pigment.

We had recently the visit of Dr. Booge and Mr. MeBerty of DuPont de Nemours & Co., who seemed to find their visit very profitable, and from several sides comments have been made that we have not had similar exhaustive visits from representatives of the Titanium Division of the National Lead Co.

Nothing was mentioned on this side to the DuPont people of the new Pigment. It appeared from our conversations

*Exhibit 862*

with them that they are studying the possibilities of making a pigment from a Titanium Tetrachloride solution. Mr. Booge said, though, that he would not look upon such a development with favour, because of the amount of Chlorine required, and he expected it would take several years before anything would develop in a patent direction as regards this process.

We are, though, here of the opinion that as soon as the new pigment is brought to the knowledge of our competitors they will put every effort into the production of the same.

I believe that with this new pigment the National Lead Company will have an opportunity to regain a considerable part of the position which now has been lost to Du Pont, provided full advantage is taken of these developments.

We are going ahead on this side with as much speed as possible and hope in the course of a few months to be able to produce between 500 kg. and 1 ton a day, in order to collect more experience as to the industrial manufacture.

We have decided in the British Titan Products Company and will probably very soon do the same in Leverkusen (I have asked Dr. Raspe to submit proposals) to sanction the necessary money for such installations which ought to be made in order to save time and enable us to change over to a full production of the new pigment with the shortest possible delay—provided the installations are of such nature that they can come in useful in any case. There are not many as regards Billingham; it is a matter of an extension of the buildings, ordering some steel tanks for the precipitation (lining to be decided upon later) and a rubber covered rotary filter—the latter in order to get rid of the Sulphuric Acid solutions containing some Hydrochloric Acid as soon as possible, because of the corrosive action of the same.



*Exhibit 862*

We are studying the question of which quantity of Titanium Tetrachloride Nuclei will be necessary. It seems that 5—may be 10% of the  $TiO_2$  content of the solution to be precipitated must be in the form of Titanium Tetrachloride Nuclei, depending upon the concentration of the solutions. Good results have been obtained from both, but there seems to be some difference as to the tinting strength of the pigment obtained, and both Billingham and Leverkusen are working further on the matter. With the Reynold method the tinting strengths are the same in both cases, but with the Leverkusen method the pigment made with 10% Nuclei gives a somewhat better result. The question is then, which of these methods corresponds more closely to the practical results as regards the use of the pigment in various industries and particularly rubber, linoleum and paints.

Looking forward to hear from you, I am, with kind regards,

Yours very truly,

Sign. G. JEBSEN

Copy to Mr. Beschorman  
" Garasché  
" Hagar  
" Robertson  
" Ravnstad

Titan license file.

Mr. C. H. Rupprecht.

CONFERENCE WITH DR. JEBSEN—BLENDED PIGMENT  
PATENTS.

During our Paris conference with Dr. Jebesen he brought up the question concerning the foreign blended pigment patents and applications. He stated that the patents have issued in Great Britain, France and Italy: the applications are still pending in Germany and Czecho-Slovakia.

He then asked whether we wished him to pay the maintenance cost direct or merely reimburse Du Pont for their payment of these costs. He referred to Section No. 5 of the draft of the agreement. His point was that the draft does not state definitely whether Titan Co. Inc. shall pay the cost direct.

Another question concerning the agreement is the statement that Titan will advise Du Pont *in advance* if the patents are being abandoned in any country. He pointed out that the rules for "working" of patents are not well established in certain countries and whether this working can be accomplished successfully by advertising is open to question, consequently he cannot undertake to advise Du Pont in advance under these conditions.

Finally he made the point that in Italy the only Titanium pigment producer is Montecatini and he would not wish to "work the patent" by licensing them. He would endeavour to obtain the working by an advertisement, but doubts if this would be sufficient.

I naturally stated my ignorance of the official interpretation of the agreement along the above points and promised

*Exhibit 863*

to take it up with you upon my return, and stated that you would probably write Dr. Jøbsen.

Obviously the most satisfactory proposal from Dr. Jøbsen's viewpoint would be to ask him to pay the maintenance cost direct and then treat the patents in the same way as he would patents owned by Titan Co. Inc., leaving it to his judgment and good faith as to how the working should be accomplished.

JEB

## Exhibit 864

Letterhead of

E. I. DU PONT DE NEMOURS &amp; COMPANY

Blind Copy: C. H. Rupprecht, Esq.  
Nemours Bldg.

November 23, 1937

Titan Company, Inc.  
111 Broadway,  
New York, New York

Attn. Mr. Chas. F. Kaegebehn

Gentlemen:

Re: Foreign Patents and Applica-  
tions Based on Booge U. S.  
Patent 2,046,054—Blended  
Titanium Pigments.

Pursuant to our recent conference and telephonic communications concerning the above foreign patents and applications, I have consulted with Mr. Rupprecht, and can now formally advise you with respect to the questions you raised, as follows:

- (1) With respect to the issued patents in Great Britain, France and Italy, it is agreeable to du Pont that your own patent agents handle these cases and pay all necessary workings and maintenance fees, directly communicating with and charging you for any fees so incurred.
- (2) With respect to the Italian patent, and in view of the peculiar situation surrounding working and maintenance of patents in that country, it is agreeable to Mr. Rupprecht and du Pont that you handle the working and maintenance of the patent in the same manner as you handle

*Exhibit 864*

working and maintenance of your own patents in that country, that is, every effort will be made to avoid any possible holding of abandonment through failure to work or maintain.

(3) With respect to the pending Czechoslovakian and German applications, as agreed, du Pont will prosecute these applications to allowance through their present patent agents, billing to Titan the cost involved in such prosecution, when and as received during the course of prosecution from such agents. Upon patents being granted in these countries, you will be promptly notified in behalf of Titan.

(4) As I understand it, new powers of attorney must be filed in Great Britain, France and Italy appointing the patent agents designated in the memo accompanying your letter of November 10th., and also revoking the powers heretofore given our own attorneys. You informed you would communicate with British Titan and procure the necessary powers of attorney to effect this change. Upon receipt of such powers, they shall be executed and returned to you. Concurrently therewith we will inform our own agents of the new appointments and revocation of their powers.

(5) Particular data in respect to the issued patents is as follows:

(a) *Great Britain*, Patent 464,836. *Duration* 16 years. Convention date U.S. Oct. 30, 1934. Application date (Great Britain) Oct. 26, 1935. Accepted April 26, 1937. As I understand it, annual renewal fees do not begin until Oct. 30, 1939, i. e., the beginning of the fifth year from the Convention date of filing in the United States. Working of the

patent begins on April 26, 1940, i.e., 3 years from the sealing or granting date of the patent.

(b) *French Patent 796,587.* Delivery date January 27, 1936. Duration 15 years. Annual renewal fees have been paid on this French patent from the date of application, i.e., Oct. 22, 1935, the last, and third annuity payment having been made on August 24, 1937, through patent agents, Brandon, Simmonot & Rinuy, of Paris, France. The next annuity payment, as I understand it, will be due Oct. 22, 1938. Working of the patent is required before January 27, 1939.

(c) *Italian Patent 336,407.* Dated Oct. 29, 1935. Duration 15 years. Taxes due Oct. 29 yearly. Date of working commences Feb. 15, 1939. Third annuity fee was paid through patent agents Brandon, Simmonot & Rinuy of Paris, France on August 24, 1937.

Since as yet no workings are due under any of the foreign patents mentioned, du Pont has not attempted to undertake any workings.

The above information as to dates for maintenance, renewals, workings, etc. has been gleaned from information passed to me from our own patent agents. I assume it is correct and can be relied upon. However, it might be well to have your own agents check the information, when appointed, and on the basis of their own and present familiarity with the patent laws of the countries involved.

Very truly yours,

E. I. DU PONT DE NEMOURS & Co.,

By .....

JOHN P. HANCOCK

JPH:H



## Exhibit 865

c.c. Dr. G. W. Thompson

Mr. J. L. Turner

Re: Dr. Jebsen's Proposal for Exchange of Licenses : DuPont and Titan Co., Inc.

May 27th, 1937

Mr. W. C. Beschorman--Executive Vice-President

Mr. C. F. Kaégebehn--Patent Department

Dear Mr. Beschorman:—

In connection with the proposal of Dr. Jebsen which we have discussed and which is embodied in the proposed letter from you to Dr. Jebsen, I beg leave to present to you the following comments:

The arrangement should go a long way toward relieving the possibility of inter-company friction within our group. It is a step in the direction of settling the discrepancies between our agreement with Krebs and our agreement with Titan Company, Inc. The effect should be, if this proposal is agreed to, that the European companies will not concern themselves over the financial or economic aspects of taking licences under Krebs' European patents or granting licenses to Krebs under their United States patents.

According to the proposal, National Lead Company undertakes to pay the charges which DuPont may agree to accept in granting licenses to our European associates, and will receive whatever royalties DuPont is willing to pay for obtaining licenses under United States patents of Titan Company, Inc. and its European associates. As to whether or not National Lead Company stands to break even finan-

cially in such an agreement, I cannot hazard a guess. This aspect of the proposal is in the nature of a gamble on our foreign associates developing things desired by Krebs to the same extent and value as the things which may be developed by Krebs are desired by our foreign associates. It is possible that if our foreign associates desire many licenses under patents of secondary importance for purposes of protection rather than to protect a manufacturing step adopted by them on the basis of a development by DuPont, the National Lead Company may take on considerable expense. On the other hand, to request many licenses under patents of secondary importance would involve considerable trouble and expense for our European associates, inasmuch as we could claim that they pay the cost of filing and maintenance under the Agreement of 1920, and this fact should militate against our having to pay license fees under patents of only lesser interest.

I should also like to point out that the proposal does not give the National Lead Company the right, per se, to grant licenses to Krebs under the United States patents of Titan Company, Inc. and its European associates, but only to retain the compensation for such licenses which Krebs may be willing or induced to pay. Thus, the European companies retain the right to certain other compensations, not of monetary value, as for example, insisting in return for grant of license to Krebs that Krebs come in completely, or at least further than it now is, within the structure of the 1920 Agreement. This proviso may well be to the advantage of National Lead Company since, if DuPont became aware that we had the right to grant licenses under the United States patents of Titan Company, Inc. and its European associates, they could assume that they would auto-

*Exhibit 865*

matically acquire, without payment of any royalty, licenses in these patents under their agreement with us, which provides for the exchange of licenses for inventions as to which the parties are "free to grant such rights."

This proposal also has a bearing on my memo to you of May 27th, which discusses the situation with respect to informing our foreign associates of pending United States applications of DuPont, raised by Dr. Jebesen in his memo to you of May 25th. Possibly, DuPont may be willing to permit our European associates, in cases of secondary importance where they themselves would not or did not expect to file foreign applications and did not expect royalties, to file applications in their own, i.e. our associates', names and at their expense both for filing and maintenance, or, as an alternative, to permit our associates, at their expense for both filing and maintenance, to file such applications of secondary importance in the name of DuPont and grant to our European associates exclusive licenses under any patents issued therefrom.

Yours very truly,

CFK:do

cc. Dr. G. Jebesen

## Exhibit 866

Copy for Mr. Kaegehn

May 28, 1937

Dr. G. Jebsen, Vice President  
Titan Co. Inc.  
26 Rue de la Pepiniere  
Paris, France.

Dear Dr. Jebsen:

Referring to our conversation regarding the License Agreement between ourselves and the other American manufacturers and the mutual grant of licenses between them and our associated companies, we suggest the following arrangement.

National Lead Company undertakes to carry the charges of all compensation, monetary or in kind, for licenses granted to Titan Co. Inc. and its associated companies outside of the United States and Canada.

We will endeavor, when requested to do so by Titan Co. Inc., and/or its associates, to obtain exclusive licenses in place of non-exclusive licenses within the "Licensed Field" now provided for in certain agreements.

On the other hand, National Lead Company shall retain for itself any compensation, monetary or in kind, for licenses which its licensees are granted under United States patents owned by Titan Co. Inc. and by its licensees or sub-licensees other than the National Lead Company. The terms and condition other than compensation, monetary or in kind, for the licenses granted to its United States associates, or given by them, will continue to be subject to approval of the parties interested.

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*Exhibit -866*

We shall appreciate if you will submit the above to our  
European associates and inform us of their views.

With kind regards,

Very truly yours,

(Signed) W. C. Beschorman  
Executive Vice President.

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Exhibit 867

No. 19.

Paris, September 30th 1937.

GJ/AK

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

Referring to your letter of May 28th, regarding the mutual grant of licenses between the American Titanium manufacturers under license from the National Lead Company, and Titan Company Inc. and its associated companies. I take pleasure in informing you that the arrangement suggested in your letter has found the approval of Titan Company Inc.'s associated companies on this side, so that nothing stands in the way of a definite agreement and confirmation by National Lead Company and Titan Company Inc.

I should much appreciate to have information of this being carried out.

I am sending copies of this letter to the Secretaries, Mr. Cole and Mr. Kaegebehn.

With kindest regards,

Yours very truly,

Sign. G. JEBSEN

Copy to Mr. Cole

" " " Kaegebehn.



## Exhibit 869

## M E M O R A N D U M

This memorandum is prepared for consideration by the members of the Board of Directors of Titan Company, Inc. at their meeting of October 27th, 1937.

Under the Agreement of 1920, National Lead Company is under obligation to obtain for Titan Company, Inc. licenses under foreign patents of American manufacturers to whom National Lead Company may grant a license under its United States patents.

The Agreement between National Lead Company and E. I. Du Pont De Nemours and Company (previously the Agreement between Titanium Pigment Company, Inc. and Krebs Pigments and Color Company), did not provide for any such grant of licenses. Thus, at the present time, Du Pont is not entitled to licenses in the United States patents of Titan Company, Inc. and its foreign associates, including British Titan Products, Ltd. and Titangesellschaft, m. b. H., etc., and, conversely, Titan Company, Inc. and its foreign associates are not entitled to rights in foreign patents of Du Pont.

Pending an ultimate and final solution of this situation, an arrangement has been suggested to provide a basis for the exchange of licenses as between Titan Company, Inc. and E. I. Du Pont. This arrangement is contained in a letter from Mr. Beschorman to Dr. Ibsen, dated May 28th, 1937; copy attached hereto. The features of this agreement are as follows:

1—In the event Du Pont desires a license under the United States patents owned by Titan Company, Inc. or one of its foreign associates and, as a result of mutual negotiations, agrees to pay compensation for such license,

## Exhibit 869

National Lead Company will retain all compensations paid by Du Pont.

2—On the other hand, should Titan Company, Inc. and/or its foreign associates desire a license in foreign patents of Du Pont and, as a result of mutual negotiations, agree to pay compensation, then National Lead Company will pay this compensation to Du Pont.

3—National Lead Company will endeavor, when requested to do so by Titan Company, Inc., to obtain for Titan Company, Inc. and its foreign associates, an exclusive license in place of a non-exclusive license in the foreign patents of Du Pont.

4—The arrangement does not provide that National Lead Company has the right, per se, to grant licenses to Du Pont; that is, Titan Company, Inc. and its foreign associates retain the right to make the final decision with respect to whether or not a license shall be granted to Du Pont.

Dr. Jebsen has informed us that the arrangement has met with the approval of the foreign associates of Titan Company, Inc. Copy of Dr. Jebsen's letter is attached.

C. F. Kaegebehn  
Ass't. Secretary

**Exhibit 868****TITAN COMPANY INC.**

Minutes of a monthly meeting of the Board of  
Directors, held October 27th, 1937.

RESOLVED, that this corporation generally approves the conclusion of an arrangement with National Lead Company (as successor in interest of Titanium Pigment Company, Inc. under the Agreement of July 30th, 1920 between that Company and Titan Co. A/S., predecessor in interest of this corporation), whereby (1) the said National Lead Company shall assume the payment of all compensation, monetary or in kind, for any and all licenses relating to the manufacture and sale of titanium and titanium compounds which may be granted by any of its presently-existing United States licensees to this corporation or to any of its associated companies outside of the United States and Canada under any foreign Letters Patent owned or controlled by any of the said presently-existing United States licensees of the said National Lead Company, and (2) said National Lead Company shall in turn be entitled to receive and retain for its own benefit the compensation, monetary or in kind, which may be payable to this corporation or to any of its said foreign associates for any license granted by it to any of the said presently-existing United States licensees of the said National Lead Company under any United States Letters Patent owned or controlled by this corporation or by any of its said foreign associates; upon the understanding, however, that said National Lead Company shall use its best endeavors to provide so far as possible that any such license granted by any of its said United States licensees to this corporation or to any of its said foreign associates shall be exclusive rather than non-

*Exhibit 868*

exclusive, and that the grant of any such license by this corporation or any of its foreign associates as aforesaid and the terms and conditions thereof other than compensation shall always be subject to its or their approval, and upon the further understanding that nothing in this proposed arrangement shall alter or modify, directly or indirectly, the Agreement of July 30th, 1920 between the said National Lead Company and this corporation.

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Exhibit 870

November 9th  
1937

CONFIDENTIAL

Dr. G. Jebsen  
c/o Titan Company, Inc.  
26, Rue de la Pépinière  
Paris — 8e — France

Dear Dr. Jebsen:—

I beg now to refer to my letters of October 19th and October 20th with reference to the various resolutions to be presented to the Board of this company on October 27th.

There is enclosed herewith a copy of draft minutes of that meeting, wherein the Board approved: 1) The agreement between Titan Company, Inc. and E. I. du Pont de Nemours and Company, dated July 27th, 1937; 2) The agreements between National Lead Company and Canadian Industries, Ltd. and National Lead Company and Titanium Pigments, Ltd.; 3) The arrangement as suggested in Mr. Beschornian's letter of May 28th.

With reference to the last-mentioned resolution, you will note that in my letter of October 20th I stated that Mr. Cole had instructed me to draft an agreement to embody the principles of this arrangement. Mr. Cole and I have given consideration to this matter, and it appears to us that it will be very difficult, if not impossible, to express the various points involved in the arrangement in a formal agreement, without bringing into question the names of National Lead Company's American associates, which would be contrary to their wishes. It was our opinion that the resolution contained in the draft minutes is quite suf-

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*Exhibit 870*

ficient to recognize the conclusion of the arrangement. is binding upon National Lead Company in view of Beschorman's letter. The enclosed draft minutes have been entered in the minute book, but will so be entered upon the receipt of your approval.

— I would appreciate, also, your comments with respect to avoiding the conclusion of a formal license agreement covering the arrangement set forth in Mr. Beschorman's letter.

Yours very truly,

CFK:lo

*encls.*

c.c. Mr. W. C. Beschorman  
Mr. M. D. Cole



## Exhibit 871

GJ/AK

Paris, February 2nd 1938.

Charles F. Kaegebehn Esq.  
National Lead Company  
Patent Department  
111 Broadway  
New York City, U.S.A.

Dear Mr. Kaegebehn,

Many thanks for your letter of January 13th with enclosed draft of a resolution to be passed by the Board of Titan Company Inc.

Some changes are called for in my opinion and I enclose two copies of your draft with the suggested alterations. For your convenience I have underlined the parts which differ from yours and will mention that I have left out part of the last four lines of your draft.

I assume the changes will partly speak for themselves and may only add the following :

As to the underlined part on page 2, you may consider that it is anyhow up to the Titan Company Inc. and its European associates to accept or reject the conditions of the licenses to be granted by the National Lead Company's United States licensees, but I think it is appropriate to have the resolution mentioning that the terms and conditions are subject to approval, which, you will note, was provided for in Mr. Beschorman's letter to me of May 28th. This means, in my opinion, that Titan Company Inc. and its European associates have the right to be a party to the negotiations concerning the mentioned terms and conditions.

I have further changed the word "or" to "and" in order to make it clear that it is not a matter of choice, but that it will be necessary to have both Titan Company Inc., as well

## Exhibit 871

as the associated company interested, to approve the agreement.

I am not quite certain whether I understand your considerations in the third and fourth paragraphs of your letter, as well as the last four lines of your draft.

The situation is the following :

The existing agreement between National Lead Company and Du Pont is a deviation from the 1920 agreement and, as you say, inconsistent with the principles laid down in this. Thus, the 1920 agreement has been modified as far as the relations with Du Pont are concerned. The agreement which is to be dealt with in the Board resolution is caused by this Du Pont agreement.

The Du Pont agreement permits Du Pont, as well as Titan Company Inc. and its European associates, to demand and accept conditions for their mutual grant of licenses, which are outside the provisions and principles of the 1920 agreement:

One is the monetary payment, the others it will be too long to deal with in this letter.

This was done on the request of National Lead Company and was only reluctantly accepted by I.G.

(Ref. the following letters, of which copies are enclosed:

Extract of Dr. Jebsen's letter to Mr. Beschorman of 23.6.1933, enclosing I.G.'s letter to Dr. Jebsen of 20.6.1933.

Dr. Jebsen's letters of 21.7.1933 to Mr. Weber-Andreas and to I.G. Farbenindustrie, enclosing Mr. Beschorman's letter to I.G. of 12.7.1933, enclosing Mr. Rupprecht's letter to Mr. Beschorman of 28.6.1933.

*Exhibit 871*

Extract of Dr. Jebesen's letter to Mr. Beschorman of 9.8.1933, enclosing I.G.'s letter to Dr. Jebesen of 7.8.1933.)

You write: "Thus, I have regarded this arrangement as a temporary expedient designed to promote a larger measure of equity for Titan Company Inc. vis a vis Du Pont . . . . ."

It goes considerably further than that. By accepting the arrangement of Mr. Beschorman's letter of May 28th 1937, the European companies have refrained from asking monetary payments for licenses to Du Pont under their patents and we have thus eliminated one and probably the most important point, which could cause friction and tend to develop competition as regards patents and be harmful to good cooperation.

It helps to bring about a structure of the cooperation between all the companies of the group as intended by the 1920 agreement, which should be our aim, as you say further down in the same paragraph as above cited.

Whether a new arrangement with Du Pont as mentioned, by you will supersede the existing arrangements depends upon what kind this will be.

The last four lines of your draft of the Board resolution seem to me to have a bearing on this situation and to raise questions, which it would be inopportune to bring up. They may be considered as an obligation upon Titan Company (and consequently need the approval of its non American associates) when granting licenses to Du Pont not to demand any conditions outside of the 1920 agreement. You will appreciate that this raises the question also of which conditions (other than monetary) Du Pont will demand in their license to Titan Company Inc. and its non American associates, and can therefore not be accepted.

## Exhibit 871

When presenting the letter of May 28, 1937 to the Boards of our European associates, I verbally mentioned that I took it for granted that these companies will not ask for conditions beyond the 1920 agreement, and this was agreed to by our friends.

You will, however, from the above appreciate that this can not be carried further as it is based on reciprocity and presume that Du Pont is doing the same.

It seems to me that it would be well to have the agreement laid down in the letter of May 28, 1937, formally confirmed as soon as possible;—it has been accepted by the European companies—and the earlier this can be done the better.

I note that you are in agreement that the Board of Directors of National Lead Company should pass a corresponding resolution and formal letters should be exchanged between the National Lead Company and Titan Company Inc., confirming the arrangement, and I trust that this will be done at the same time as the resolution is passed in Titan Company Inc.'s Board.

With kindest regards,

Yours very truly,

sign. G. JERSEN

Copy to Mr. Beschorman  
" Cole

## Exhibit 872

January 24th

1938

Dr. G. Jebsen  
For Mr. Andreas Ravnstad  
c/o Titan Company, Inc.  
26, Rue de la Pépinière  
Paris—8e—France

*Re: Pending United States Applications  
of E. I. Du Pont De Nemours & Co.*

Gentlemen:—

With further reference to our letter of December 16th, which was a reply to your letter of November 23rd, we have now gone into the question concerning the filing of foreign applications as requested in your letter.

We beg to advise you that U. S. Serial No. 51,247, for which you requested the filing in Great Britain of a corresponding application, has now matured into a U. S. patent—No. 2,098,054.

We have come into an arrangement with Du Pont regarding the three remaining applications, whereby you will be permitted to file applications as requested, at your own expense, in the name of Du Pont, and to obtain a contract from Du Pont similar in every way to the contract of July 27th, 1937, relative to Blended Pigments. In other words, we have followed the precedents established in the Blended Pigments Case, and the terms and conditions for the filing of the new foreign applications will be identical with those respecting the Blended Pigments Patents.

With respect to U. S. Application Serial No. 33,264, the filing of which you requested in Germany, this case is under final rejection in the United States. Furthermore,

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*Exhibit 872*

there is a possibility that Du Pont may not want the subject-matter of the application published in a foreign patent, if no U. S. patent issues. This situation will be gone into further by Mr. Rupprecht, who will advise us later on. Please, therefore, send us, as soon as possible, documents for the filing of an application corresponding to U. S. Serial No. 33,264 in Germany and those for the filing of an application corresponding to U. S. Serial No. 69,888 in Great Britain, as well as documents for the filing in France, Holland and Belgium of applications corresponding to U. S. Serial No. 134,577. In the event that Du Pont do not wish the German application corresponding to U. S. Serial No. 33,264 to be filed, the papers in this case will not be executed.

We can advise you that Du Pont have no intentions of filing applications in these or any other foreign countries in the above or any other cases.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:lo



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**Exhibit 873**

Letterhead of  
**TITAN COMPANY, INC.**

Mar 7—1938

SA/LA

Paris, 21. February 1938

National Lead Company  
Patent Department  
111 Broadway  
New York N.Y.

Att. Mr. C. F. Kaegebehn

Dear Sirs,

*Pending U. S. Applications of E.I. Du Pont  
de Nemours & Co.*

We thank you for your letter of 24. January this year in the above and are pleased to note that you have come into an arrangement with Du Pont permitting us to file applications corresponding to U.S. Ser.Nos. 33.264, 69.888 and 134.577, and to obtain a contract from Du Pont similar to the contract of 27. July 1937 relative to the blended pigments patents (Case T.200). We have also noted that Du Pont has made the reservation as to U.S.Ser.33 264 that there is a possibility of their not wishing to publish the subject matter of the application if no U.S. patent issues.

We note that the application should be filed in the name of Du Pont. It is not however quite clear to us whether the application should be prosecuted by us or by Du Pont. We proceed on the assumption that we are to handle the applications from here, and that the documents you are asking for in this connection are the powers and assignments re-

Exhibit 873

quired for the filing of the applications, and we enclose such papers as follows:

U.S.Ser.No.33.264.

Germany—Power of Attorney  
Inventor's declaration

U.S.Ser.No.134.577

France —Power of Attorney  
Declaration d'Ayant-droit  
Holland —Power of Attorney  
Assignment of Priority Rights  
Belgium —Power of Attorney  
Authorization

As to the application to be filed in Great Britain corresponding to U.S.Ser.No. 69,888, we have asked our British patent agents Bault, Wade & Tennant to send you a completed application form, and we trust that you will receive same in due course. This application must, according to British practice be made jointly in the names of Du Pont and the inventor. If Du Pont wish the patent to issue in their name only, an assignment before issue should be executed. In this event we shall be pleased if you will advise us of the relation of Mr. McKinney to the Company, and the circumstances under which the Assignment is made so that we can prepare the Assignment document.

As you are aware, the declaration d'Ayant-droit for France has to be legalized by a French consul. For case Ser. No. 33.264 and 69.888 the Convention term has expired but as U. S. Ser.No.134.577 was filed on the 2nd April 1937 it will still be possible to claim priority under the International Convention for the applications to be filed

*Exhibit 873*

in this case. We should therefore appreciate it if you could arrange to have the powers and the authorization for Belgium returned to us so that they reach us some days before the 2nd. April 1948. The declaration d'Ayant-droit for France need not reach us before the filing date, but the Consular legalization should, as you are aware, bear a date previous to the application in France. As such date, can be noted 1st. April 1938.

We presume that an assignment transferring to Du Pont the U. S. Application and possibly also the right to apply for patents in foreign countries has been executed by the inventor. We think however that in any case it is advisable—in order to ensure Du Pont's rights—that the inventor executes the enclosed assignments of priority rights in the case in which applications should be filed under Convention.

We have completed the papers as far as this is possible on the information at hand, and we hope that Du Pont will have no objection to signing them in this form.

In connection with your statement that we will obtain from Du Pont a contract similar to that of the 27th. July 1937, we would refer to our comments on formal working in our letter of the 31st. January 1938 re Case T. 200 and we would appreciate it very much if you would, also for the above cases, try to come to an arrangement with Du Pont freeing us from obligations as to formal working.

Looking forward to your communication,

We are,

Yours very truly,

for TITAN COMPANY INC.

Sigurd Andersen

## Exhibit 874

Copy to: Mr. C. H. Rupprecht  
Mr. John P. Hancock  
Mr. J. D. Shiels

DR. ROSE M. DAVIS  
PATENT CONTRACTS DIVISION  
LEGAL DEPARTMENT

March 1, 1938

*Du Pont/Titan Company Agreement*

We have reviewed memorandum on a proposed agreement between du Pont and Titan Company, attached to your letter of February 25th.

In general, we see no objection to entering agreements with Titan granting them exclusive licenses to Titanium Pigments developments for European countries, provided, however, they are free of our obligations in the field of finishes to our foreign associates. It would appear that German application of Patterson case "Pigments for use particularly in outside paints" might be considered as coming within the scope of the Duco A. G. agreement. I have suggested to Mr. Hancock that he discuss this subject directly with Mr. Shiels. If it is decided that the case does come within the scope of the agreement, it would be satisfactory to adopt either of the following alternatives:

(a) The claims could be so amended as to omit reference to oil paint compositions. This is the suggestion made by Mr. Hancock.

(b) The matter could be referred to Duco A. G. with a request that they waive their rights in view of the fact that the development is one that occurred within the Krebs Pigments Department and one which is of no

*Exhibit 874*

practical importance to them in any event as they will be able to secure the material from Titangesellschaft m.b.H., a subsidiary of I.G., of which latter company they are already large and satisfied customers.

We note that licenses granted to Titan are subject to a non-exclusive license reserved for du Pont and for I.C.I. This latter reservation is, of course, not necessary under the terms of the I.C.I./du Pont Agreement but in view of the fact that Titan is willing to accept it, it seems desirable to include it.

In accordance with your suggestion we propose to inform I.C.I. of this agreement when and if it is concluded.

FOREIGN RELATIONS DEPARTMENT

J. K. JENNEY, ASST. DIRECTOR.

JKJ.r

## Exhibit 875

Blind CC: C.H. Rupprecht, Esq.  
Krebs—Nemours Bldg.

Charles F. Kaegebehn, Esq.  
c/o National Lead Company  
111 Broadway  
New York City

May 9, 1938

Patent Dept.

Re: Proposed du Pont—Titan Agreement  
under K Cases 701, 743 and 867

Dear Mr. Kaegebehn:

This will acknowledge and reply to your letter of April 26th on the above, communicating the comments of Dr. Jebsen with respect to certain provisions of the proposed draft.

The changes which Dr. Jebsen proposes (more particularly set out at Page 2 of your letter of April 26th) are acceptable to du Pont. Accordingly, Pages 2, 3 and 4 of the submitted draft on which these changes appear have been rewritten to incorporate them. The rewritten pages are enclosed and it would be appreciated if you would appropriately substitute them in the duplicate originals and file copy in your possession, prior to Titan's execution.

The comments which Dr. Jebsen makes in regard to my letter to you of March 18th and that portion which has been quoted in your letter of April 26th are also noted. These have been considered with Mr. Rupprecht. In reply, we advise that as to countries in which du Pont applications and/or patents on the involved titanium dioxide inventions "are not now, or may not subsequently be existent", du



*Exhibit 875*

Pont should it file applications for patents on the involved  $\text{TiO}_2$  inventions in such countries, will grant Titan a free right to operate thereunder.

Relative to your inquiry on the proposed general agreement. As yet, nothing definite is available for report to you on this matter, but it is hoped that something of a tangible nature will be available in the near future. Of course, as soon as we do have something definite, we shall promptly communicate with you.

I trust that the foregoing places the instant license agreement in acceptable form for execution by the Titan Company.

Very truly yours,

E. I. DU PONT DE NEMOURS  
AND COMPANY,

By .....  
JOHN P. HANCOCK

JPH:H  
Enc.

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Exhibit 876

Letterhead of

E. I. DU PONT DE NEMOURS &amp; COMPANY

Copy to: London Office.

Foreign Relation Department

May 24, 1938.

MISS ROSE M. DAVIS

LEGAL DEPARTMENT

## DU PONT/TITAN COMPANY AGREEMENT

This will acknowledge and thank you for your letter of May 20th attaching memorandum on the proposed agreement between du Pont and Titan Company, Incorporated.

The agreement grants Titan exclusive rights to various du Pont patents in the titanium pigments field for France, England, Holland, Germany and Japan subject to non-exclusive licenses reserved for du Pont and I.C.I. In return we receive non-exclusive licenses to certain U.S.A. patents owned by Titan Company, Inc.

We understand that the patents cover inventions in the field of titanium pigments and therefore do not come within the scope of the I.C.I./du Pont agreement. We understand that non-exclusive licenses are being reserved for I.C.I. as a matter of courtesy and feel that it will be satisfactory to merely report this to them after the agreement has been executed. Will you kindly forward two copies of the final agreement to this office, one of which we will transmit to our London Office with the request that they notify I.C.I. of the rights that have been reserved for them?

We also understand that the patents in question do not include any claims in the field of finishes, in which field we have obligations to associated companies in France and Germany.

FOREIGN RELATIONS DEPARTMENT

JKJ.r

J. K. JENNEY, ASST. DIRECTOR.

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Exhibit 877

July 15, 1938

To: EXECUTIVE COMMITTEE

FROM: KREBS PIGMENTS DEPARTMENT

PROPOSED LICENSE TO TITAN COMPANY, INC. UNDER  
FOREIGN PATENT APPLICATIONS LISTED BELOW

Herewith is submitted proposed license agreement to Titan Company, Inc. under our foreign patent applications on titanium pigments in countries mentioned hereafter, corresponding to pending United States applications listed:

For Great Britain, corresponding to U.S. Serial 69,888, filed March 20, 1936, covering cooling calciner discharge rapidly to produce blue tint.

For Germany, corresponding to U.S. Serial 33,264, filed July 26, 1935, covering use of flake extenders with titanium dioxide to improve durability.

For France, Holland, and Belgium, corresponding to U.S. Serial 134,577, filed April 2, 1937, covering a treatment of titanium dioxide to decrease consistency in paints.

Titan Company, Inc. is owned 87% by National Lead Company, and handles all patent matters in foreign countries for National Lead Company and its foreign associates, also acting as Sales Agent for the latter. Foreign associates involved in this license are Titangesellschaft m.b.H. of Leverkusen, Germany, owned 50% by National Lead Company and 50% by I.G.; British Titan Products Company, Billingham, England, in which National Lead Com-

## Exhibit 877

pany has a 49% interest and I.C.I. 17%; and Societe Industrielle du Titane, Paris, France, in which Titan Company, Inc. has a 57% interest.

Under this agreement Titan Company, Inc. is granted a royalty-free license, in each case restricted to the countries specified, which is exclusive except for du Pont or any Company controlled by du Pont, and for I.C.I. in Great Britain. Titan Company, Inc. is permitted to sub-license its associates, as defined in the agreement, on a royalty-free basis. Other sub-licenses may be granted subject to du Pont approval and the payment of 50% of any royalties obtained. Titan Company, Inc. is to assume all costs incidental to the filing and prosecution of our applications under this license, and to pay all necessary maintenance fees during their life.

This agreement has been approved by the Legal Department.

Since the patents covered by this agreement offer very little possibility of return, the agreement enables the Company to maintain the patents without expense to us, and also retain all rights of manufacture and sale for the Company in the countries mentioned.

It is, therefore, recommended that the Management be authorized to execute license as herewith submitted.

C. H. RUPPRECHT

C. H. RUPPRECHT

General Manager

## Exhibit 878

EXTRACT FROM MINUTES OF EXECUTIVE  
COMMITTEE MEETING #1441

JULY TWENTIETH, 1938

## E. I. DU PONT DE NEMOURS &amp; COMPANY

PROPOSED LICENSE TO TITAN COMPANY, INC. UNDER  
FOREIGN PATENT APPLICATIONS ON TITANIUM DIOXIDE:

Letter was presented from C. H. Rupprecht, General Manager, Krebs Pigments Department, dated July 15, 1938 (#8937), enclosing copy of proposed license agreement with Titan Company, Inc., as above, said agreement having been approved by the Legal Department, and already executed by the Titan Company.

After discussion, it was moved and unanimously carried that the letter and enclosure be received and ordered filed, and that the following resolution be adopted:—

RESOLVED, that C. H. Rupprecht, General Manager, or Z. Phelps, Assistant General Manager, Krebs Pigments Department, or the President or any Vice-President of this Company together with the Secretary or an Assistant Secretary, be and they are hereby authorized to execute an agreement, in form substantially as per copy attached to letter to this Committee from Mr. Rupprecht, dated July 15, 1938, under which this Company grants to Titan Company, Inc. a royalty-free license under our patent applications on titanium dioxide in certain foreign countries, corresponding to pending United States applications, as follows:—

For Great Britain, corresponding to U. S. Serial #59,888, filed March 20, 1936; covering cooling calciner discharge rapidly to produce blue tint;

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*Exhibit 278*

For Germany, corresponding to U. S. Serial #33,264, filed July 26, 1935, covering use of flake extenders with titanium dioxide to improve durability;

For France, Holland, and Belgium, corresponding to U. S. Serial #134,577, filed April 2, 1937, covering a treatment of titanium dioxide to decrease consistency in paints.



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**Exhibit 879**

April 20, 1938

Dr. G. Jebsen

For Mr. Andreas Ravnstad

c/o Titan Company, Inc.

26, Rue de la Pépinière

Paris—8e—France

Re: Pending U. S. applications  
Titaninc and Associates  
Proposed Agreement Titaninc-  
E. I. Du Pont De Nemours

Gentlemen:—

We refer to your letter of March 9th and our cable to you of April 13th, which read as follows:

"DuPont inquires concerning pending United States applications Titan and associates stop Disclosed Cases T. 112, 115, 115-B, 115-C, 120, 125-C, 126-B, 136, 142, 155, 157, 165, 170 as in Licensed Field National Lead DuPont Agreement stop Du Pont willing grant Titan royalty-free license as requested your letter March ninth on same principles Titan DuPont Agreement July 27, 1937 in exchange for non-exclusive licenses United States under mentioned T. Case applications if you agree DuPont willing you file applications as per your letter March ninth in name DuPont your expense before execution formal agreement stop Send papers stop Letter follows."

Prior to the receipt of your letter of March 9th, Mr. Rupprecht asked the writer to acquaint DuPont with such pending United States applications filed by Titan Company Inc. and its European associates which could be con-

## Exhibit 879

considered as coming within the scope of the Licensed Field of the National Lead-DuPont Agreement. The writer informed DuPont concerning U. S. patents and patent applications in those cases listed in the cable of April 13th, 1938, viz., Cases T. 112, 115, 115-B, 115-C, 120, 125-C, 126-B, 136, 142, 155, 157, 165, and 170.

On April 13th the writer had a conference with Mr. Rupprecht and Mr. Hancock, the latter of the Legal Department, Patent Division of E. I. DuPont. Mr. Rupprecht could see no reason why rights could not be granted to Titan Company, Inc. and its European associates in applications in those foreign countries set forth in your letter of March 9th. corresponding to the applications therein enumerated. Mr. Rupprecht felt that a reciprocal exchange of licenses, whereby DuPont received a non-exclusive license under now pending United States applications, or—as in the Case of T. 112—United States patents issued from the applications disclosed by the writer to DuPont, would facilitate approval by the Executive Committee of DuPont to the arrangement for giving Titan Company, Inc. the rights it desired. In this connection, we have to inform you that there may be a question raised concerning the filing of applications in Japan. We are not able at this time to give you reasons why it may not be possible for DuPont to permit you to file applications in Japan, but it is Mr. Rupprecht's opinion that, in all probability, the filing in Japan will be permitted without serious objection. We merely bring this to your attention in the event DuPont is not able to give you rights for Japan.

If the arrangement for granting DuPont a non-exclusive license in the Titan Company cases enumerated above is acceptable to you and your European associates,

*Exhibit 879*

the question of title becomes one of paramount importance. We have looked into this question and have consulted Messrs. Hutz and Joslin. Neither Messrs. Hutz and Joslin nor we believe that we have been fully informed by I. G. and/or Titangesellschaft concerning their wishes with respect to the title in certain cases. Below we give you the best information we have at this time:

| <i>Case No.</i> | <i>Serial No.</i> | <i>Inventor</i> | <i>Our Knowledge</i> |
|-----------------|-------------------|-----------------|----------------------|
| T. 120          | 33.383            | Petersen        | Stands in name I. G. |
| T. 125-C        | 136.502           | Raspe           | " " " T. G.          |
| T. 126-B        | 107.021           | Drucker         | " " " I. G.          |
| T. 142          | 85.439            | Raspe           | " " " I. G.          |
| T. 155          | 119.625           | Petersen        | " " " T. G.          |
| T. 157          | 137.494           | Lederle         | " " " T. G.          |
| T. 170          | 137.044           | Meßer           | " " " I. G.          |

In order that the proposed arrangement with DuPont be reciprocal as between the parties, i.e. DuPont and Titanine, it will be necessary that the mentioned patent and patent applications stand in the name of Titanine or, alternatively, that Titanine is in possession of documents, e.g. exclusive license documents, clearly establishing Titanine's right to grant to DuPont non-exclusive license. As regards Cases T. 112, T. 115, T. 115-B, and T. 115-C, no difficulty presents itself; we shall assign these cases to Titan Company, Inc. and record the assignments in the United States Patent Office. However, with respect to the remaining cases, you will appreciate that it now becomes important for you definitely to settle with the I. G. the question of what rights they wish to retain in these cases.

It could be considered practically inevitable that some day DuPont would request United States rights from Titan

*Exhibit 879*

Company, Inc. in return for granting to Titan Company, Inc. foreign rights in their cases. This matter has been touched upon in conversations with Dr. Jebesen and Mr. Ravenstad. The writer believes that the reluctance on the part of T. G. and I. G. promptly to inform Titan Company, Inc. as to their decision with respect to United States cases and to execute proper assignment documents where these companies have no interest in maintaining the cases in their own behalf has placed Titan Company, Inc. somewhat at a disadvantage with respect to negotiating with DuPont. The situation, as the writer sees it, is this:

Titan Company is asking DuPont for rights under certain foreign patent applications to be filed corresponding to certain United States cases and DuPont has requested as one of the terms for granting such rights to Titan Company that Titan Company grant them a non-exclusive license under certain United States applications for which Titaninc is the exclusive licensee and National Lead the exclusive sublicensee. You will readily appreciate that it will be impossible for you to enter into a license contract wherein you allege the right to grant licenses to DuPont, unless you clearly have title to the cases or you have documentary evidence that Titaninc is the exclusive licensee.

There appear to be two ways to handle the present situation: First and most simple, would be to have I. G. or T. G., respectively, execute assignment documents vesting title in cases T. 120, T. 126-B, T. 142, T. 170 (I. G. Cases) and T. 125-C, T. 155, T. 157 (T. G. Cases) in Titan Company, Inc. The second, and somewhat more involved may, would be for these companies to execute formal license agreements between Titan Company A/S. and I. G. and I. G. and Titangesellschaft, granting Titan Company, Inc.

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*Exhibit 879*

exclusive license in the respective cases for the United States, subject to the exclusive license of National Lead Company and permitting Titan Company, Inc. to grant sub-licenses, with the consent of National Lead previously obtained. We recommend the first procedure.

There remain only two cases, Case T. 136 and T. 165, title to which must be considered. Case T. 136 has been assigned to National Lead Company and will be reassigned to Titan Company, Inc. In Case T. 165, we are in possession of an assignment vesting title to this case in British Titan Products Company. You will have to take up with British Titan Products Company whether or not the case will be assigned to Titan Company, Inc. or whether Titaninc shall obtain only an exclusive license.

We think you will agree that DuPont has made a reasonable request in this case and their coöperative attitude is shown by the fact that they are agreeable, pending the settlement of the question of title, that you should file the applications requested. Therefore, as stated in my cable, please send the necessary papers to enable you to file the desired applications in the name of DuPont.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:lo

cc. Mr. D. C. Beschorman



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Exhibit 880

Letterhead of

TITAN COMPANY INC.

SA/LA

Paris, 10. May 1938

National Lead Company  
Patent Department  
111 Broadway  
NEW YORK N. Y.

Att. Mr. C. F. Kaegbehn

Dear Sirs,

*Pending U. S. Applications of E. I. Du Pont de  
Nemours & Co. Our Ref. Cases DK 15-30*

We acknowledge the receipt of your cable of 10. April and your letter of 20. April relating to the Du Pont cases referred to in our letter of 9. March this year.

We are not at present in a position to inform you whether an exchange of licenses as suggested by Du Pont can be arranged or not. Dr. Jebsen will take up this question during his stay in U.S.A.

You will be aware that also other questions relating to the Du Pont cases will have to be settled, particularly the form of the proposed license agreement in connection with the cases dealt with in your letter of 25. March this year and Dr. Jebsen's reply hereto of 12. April.

As you are aware, Du Pont has executed documents enabling us to file applications in the countries in which we are interested in obtaining licenses in these latter cases. (DK 2-13) and these applications have been filed.



*Exhibit 880*

We are forwarding you herewith as per enclosed list documents required in connection with applications for the cases and in the countries in which we wish licenses, according to our letter of 9. March re cases DK 15-30. If Du Pont are willing to sign these documents now,—without awaiting the result of the negotiations,—this would enable the claiming of priority under the International Convention for most of the applications contemplated, and we would ask you to try to obtain their signature to the documents. We wish to point out that Du Pont's executing the documents in the present situation should not, in any way, be prejudicial to the further negotiations with that company. Please make this clear to Du Pont if you consider it necessary. You will appreciate that, as the applications are filed in the name of Du Pont, no patent rights are given away by them so far.

The applications in France cannot be withdrawn and will automatically result in the publication of a patent specification about 7 months after filing date. In the other countries where we are interested in licenses in cases DK 15-30 (Germany, Great Britain, Holland and Japan), the application may be withdrawn before acceptance and in this event, no publication will take place.

In cases DK 22, 23 and 24, we have had lodged specification and claims at the Patent Offices in Germany and Japan, and also in Holland, in DK 23 before the expiration of the Convention term (23. and 28. April 1938,) and the papers are held there pending receipt of powers of attorney for the agents.

The powers and inventors' assignments in these cases should preferably be dated prior to the 23. April 1938.

In cases DK 25, 26 and 27, it would be well if the documents be dated prior to the 25. May.

## Exhibit 880

In the remaining 3 cases (DK 28, 29 and 30, you will note that the Convention terms expire on 2., 5., and 10. June next, and the documents should be dated before these dates.

We are aware that the time at disposal is not very long, and we hope that we do not cause you too much trouble in having the matter arranged in the manner suggested above.

We should be obliged to you if you also would order and forward us as soon as possible *one certified copy* of each of the basic U. S. applications as follows:

U. S. Pat. Appl. Ser: 138.583 (DK 22)  
139.497 (DK 24)  
144.759 (DK 25)  
145.044 (DK 26)  
145.051 (DK 27)  
145.930 (DK 28)  
147.485 (DK 30)

and *two certified copies* of U. S. Ser. 138.584 (DK 23)

Looking forward to your communication,

We are,

Yours very truly,

For TITAN COMPANY INC.

A. RAVNESTAD

P.S. In addition to the documents enclosed, there is needed application and authorisation forms for the British applications in cases DK 26 and 27. We have asked our British patent agents to forward direct to you the necessary forms with indications as to their signature.

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*Exhibit 880*

As to the documents for Japan, we should be greatly obliged to you, if you would forward these direct to our Japanese patent-agent

Nagashima Law & Patent Office  
6 Tsukiji 3-chome, Kiobashi-ku  
Tokio (Japan)

and return us the attached copies in completed state.

## Exhibit 881

## NOTES RE DU PONT SITUATION

May 15, 1938

I. *Licensed Field:*

It has been indicated that it may be possible to broaden the Licensed Field to include titanium compounds which may be developed by the General Chemicals and Organic Chemicals Division of E. I. Du Pont. This means that three divisions will be brought into the structure, viz. Krebs Division, General Chemicals Division and Organic Chemicals Division, leaving other divisions outside the field. Any arrangement for an exchange within a Licensed Field to apply to the whole Du Pont organization can only be dictated by the officials of Du Pont.

II. *License from ~~Du Pont~~ to Titaninc:*

It has been indicated that the Legal Department of Du Pont may hesitate to provide in a written agreement for grant of exclusive licenses by Du Pont to Titaninc. The reason given for this attitude is that the grant of exclusive licenses raises questions which are connected with the Anti-Trust Laws. It has been indicated, however, that if the arrangement provides only for non-exclusive licenses under future patents, these licenses could easily be made exclusive upon the request of Titaninc. The attitude with respect to this point is that Du Pont Legal Department hesitates to approve an arrangement providing for grant of exclusive licenses under patents not yet in being and included within a general agreement, whereas they have no particular objection to grant exclusive licenses under specific patents or patent applications actually in being.

*Exhibit 881**III. Grant of License by Titaninc to Du Pont:*

Du Pont will expect no more than a non-exclusive license under United States patents of Titaninc and its associates.

*IV. Territorial Limitations:*

It has been indicated that Du Pont Legal Department will approve a written agreement only where the license granted or provided to be granted is under patents and only for the countries wherein those patents have force and effect. They will not make commitments with respect to unpatented territories. The reason given being the Anti-Trust Laws.

*V. Royalties:*

The licenses will be royalty-free on both sides.

*VI. Exchange of Experience:*

Du Pont is willing to exchange information within the Licensed Field as agreed upon.

*VII. Term of Agreement:*

It has been indicated that Du Pont will wish the term of the agreement to be similar to that of the Du Pont-National Lead Agreement, viz. terminatable upon three years' notice rather than the termination as provided in the Agreement of 1920.

*VIII. Title to Patents:*

Du Pont will want to keep title to patents under which license is granted to Titaninc and if the license is an exclu-

sive one, will reserve for itself a non-exclusive license. In Great Britain a similar right must be reserved for I. C. I. The latter reservation for I. C. I. is necessary under the Tri-Party Agreement of Du Pont, I. C. I. and C. I. L. It should have little effect on B. T. P. in view of the I. C. I. obligations to B. T. P. The former requirement as to preservation of title is based upon an inflexible Du Pont company policy.

#### IX. *Finished Articles:*

Du Pont cannot undertake any commitments with respect to exportation of finished articles by its customers as for example is provided in the Agreement of 1920. The reason for this attitude is the Anti-Trust Laws, specifically the Clayton Act. Recently, there have been a number of decisions handed down by the United States Supreme Court, reaffirming the principle of law that a patentee cannot use patents to restrict the use or sale or application of unpatented articles of commerce. For so long as our patent position covers the product itself we may possibly be in a position to sell to customers with the restriction that they cannot export the finished articles, but it is very doubtful today that our patent position is such as to permit us to put this restriction on our customers.



**Exhibit 882****OUTLINE OF PROCEDURES FOR GRANTING LICENSES TO DU PONT UNDER PATENTS OWNED BY TITAN COMPANY, INC. OR TITAN COMPANY'S ASSOCIATES**

June 1, 1938

I. License by Titan to Du Pont under Patents owned by Titan—Consent of National is the only condition. This consent may be obtained:

- a) A simple statement appended to the license agreement wherein National affirms and consents to the granting of the license in the form of:

"Consent is hereby given to the grant of the above license.

NATIONAL LEAD COMPANY

by \_\_\_\_\_"

(Probably Du Pont will not want this)

- b) National Lead Company, by a resolution of its Board, could give Titan Company, Inc. a blanket consent to grant Du Pont licenses as agreed upon, this to be confirmed by a letter to Titan citing the resolution.

- c) National Lead Company, by letter to Titan Company, Inc. in each individual case, could consent to grant of license to Du Pont.

II. Sublicense by Titan to Du Pont under Patents of its Associates—Consent of National required—also affirmation by associated patent owner that Titan has right to grant sublicense and that the associate consents thereto. If right is derived from I. G., I. C. I., Goddlass Wall, etc., affirmation and consent of T. G.

*Exhibit 882*

or B. T. P. is required, in addition. To obtain same either of the three following alternatives may be followed, making two affirmations and consents for each license document, or if National's consent is obtained in the same way, three consents.

## A.—Consent of National

(cf. a), b), and c), Section I)

## B.—Affirmation and Consent of Associate

## a) Simple statement appended to the license agreement:

"It is hereby affirmed that Titan Company, Inc. possesses the right to grant the license specified in these premises and consent is hereby given to the grant thereof.

(for example) TITANGESELLSCHAFT, m. b. H.

by \_\_\_\_\_"

## b) Resolutions by the Boards of the respective associates owning the patents giving Titan blanket consent to grant Du Pont licenses as agreed upon.

## c) Letters from the respective associates owning the patent in each individual case consenting to Titan's giving Du Pont the license.

C. F. Kaegbehn—Manager

Patent Department

National Lead Company

June 2nd, 1938

**Exhibit 883**

Memorandum of the principles to govern the relations between Du Pont De Nemours and Company and Titan Company, Inc. as regards the operations (manufacture and sale) of the two companies in the titanium industry.

Titan Company, Inc. will operate directly or through associated licensed companies in which it or its owners, directly or indirectly, have substantial shareholding interests (not necessarily a majority interest), in all countries outside North America.

Du Pont will operate in the United States, Central and South America only and will endeavor to prevent that their products in the Licensed Field are exported except as constituents of bona fide manufactured articles.

*Licensed Field:* To be determined—Krebs-National Lead Agreement or Agreement of 1920).

*Licenses:* Du Pont will give licenses to manufacture, use and sell under any patentable inventions to Titan Company, Inc. on Titan's request for the territories in which Titan Company, Inc. operates as above mentioned with the right to use and sell in Central and South America and with the further right to Titan Company, Inc. to give sub-licenses of the same scope to its associated licensed companies wherever Du Pont takes out patents in these territories, and will on request of Titan Company, Inc. endeavor to obtain such patents unless Du Pont for definitely stated reasons considers it undesirable to apply for patents, in which case Du Pont will not object to Titan Company, Inc. or its associated licensed companies filing applications for such patents.

## Exhibit 883

The licenses are to be exclusive with the exception of Du Pont itself and its controlled subsidiaries. The licenses will be given without monetary compensation except a reimbursement of the cost of applying for, obtaining and maintaining the patents.

Titan Company will either itself give or will endeavor to procure for Du Pont on Du Pont's request a non-exclusive license to manufacture, use and sell under any United States patent which it owns or in which it has a right to an exclusive license, with the right to use and sell in Central and South America.

If any of the parties do not wish to maintain a patent they shall first give the other party the opportunity to acquire the ownership of the patent. The licenses will be given without monetary compensation except a reimbursement of 50 percent of the cost of applying for, obtaining and maintaining the patents in cases where Du Pont expressly wishes the patents to be applied for, obtained and maintained.

*Exchange of Information:* Du Pont and Titan Company, Inc. are willing to exchange information within the Licensed Field and will treat such information as confidential.

*Term of Agreement:* The cooperation, the principles of which are set forth in this memorandum may be terminated on three years' notice but the licenses granted prior to termination are irrevocable.

**Exhibit 884**

Memorandum of conference between Mr. Rupprecht, Mr. Rockwell and Dr. Jebsen—Friday, June 3, 1938 regarding licenses to and from the du Pont Company

As regards the question of territorial limitations, this was not discussed, having been dealt with previously.

Mr. Rupprecht outlined his company's position and Dr. Jebsen outlined the position of Titan Company Inc. to its various associated companies.

The following specific points were dealt with:

It was agreed that non-exclusive licenses from Titan Company Inc. to duPont in the United States were equitable compensation\* for duPont giving exclusive licenses to Titan Company Inc. and associates (with the exception of duPont—I. C. I. as regards the British Empire) for the territories of Titan Company Inc. If Titan Company Inc. wish patents to be applied for, duPont will do so for any country within the territory of Titan Company Inc., with the exception of China and Japan, for which countries it might be done but might also be restricted to special cases.

If Titan Company Inc. do not wish to maintain a patent, but du Pont will maintain it, Titan Company Inc. shall have a non-exclusive license.

Titan Company Inc. has the right to give sub-licenses. These sub-licenses are specified in the license agreements as regards the firms to which they can be given, but on Titan Company Inc.'s request, can be extended to other firms named by Titan Company Inc.

The rights, reserving for duPont to operate under the patents, are to be considered only of a nominal interest to duPont and are made for governmental reasons. On my question if I could state to our friends in Europe that this

\*Expenses for obtaining, maintaining, etc. patents not considered.

reservation was made solely to satisfy the government. Rupprecht answered that it has been duPont's policy for their own reasons to make this reservation, but he considered that if an agreement could be made today, he would get approval to omit this reservation for duPont.

It was agreed that we should try to develop standard license agreements to be used in the various cases.

As regards exchange of experience and development work, this was not discussed having also been dealt with earlier.

Rupprecht wanted to make it clearly understood that exchange of licenses was limited to the Licensed Field in the duPont/National Lead Company agreement; that is, manufacture, use and sale of titanium compounds which can be used as pigments, and that it referred only to the Krebs Division of the duPont Company (Pigment Division of the Company). This division is the only one which deals with pigments in the duPont Company.

"Used-patents" in other departments of duPont, for instance, the paint department, were not included.

"Used-patents" developed by the Krebs Division would be licensed to us but with the reservation that benefit under these patents would have to be made for the duPont companies abroad and would have a practical importance.

Dr. Jebsen wished to make it clear that the Licensed Field for the exchange between Titan Company, Inc. and Titangesellschaft—I. G. Farbenindustrie as well as British Titan Products Company Limited and Societe Industrielle du Titane—did not include used patents or application patents, but these firms were under obligation when giving licenses to obligate the licensee to use our pigments, especially the pigments from our various factories in the various territories.



## Exhibit 885

License Agreement: Titaninc — Du Pont — Reciprocal  
Exchange

June 6th 1938

Dr. G. Jebsen

Mr. C. F. Kaegerbehn — Patent Department

Dear Dr. Jebsen:—

As an alternative to a single cross-licensing agreement providing, on the one hand, for grant of license to Titan under Du Pont's cases and, on the other hand, for grant of license to Du Pont under Titan's, I. G.'s, T. G.'s, and B. T. P.'s cases, the following may be considered:

A. *First Alternative*—A single cross-license agreement, 3 separate licenses from Titan to Du Pont.

- 1.) Cross-license—Du Pont grants Titan licenses, under all its cases; National Lead will reassign Cases T. 112, T. 115, T. 115-B, T. 115-C and T. 136 to Titan and Titan will give a license to Du Pont under these patents with consent of National.
- 2.) Titan will give a separate license under I. G.'s patents—Cases T. 120, T. 126-B, T. 142, T. 170 with consent of I. G., T. G. and National.
- 3.) Titan will give a separate license under I. G.'s patents—Cases T. 125-C, T. 155, T. 157 with consent of National and I. G.
- 4.) Titan will give a separate license under B. T. P.'s patent Case T. 165 with consent of B. T. P. and National.

*Exhibit 885*

*B. Second Alternative*—A single cross-license agreement; one additional license from Titan to Du Pont.

- 1.) Cross-license—Du Pont grants Titan licenses under all its cases; National will reassign Case T. 112, T. 115, T. 115-B, T. 115-C and T. 136 to Titan and Titan will give a license under these cases and under I. G.'s Cases T. 125-C, T. 155, T. 157 and under B. T. P.'s Case T. 165 with I. G.'s consent as to T. 125-C, T. 155 and T. 157; B. T. P.'s consent as to T. 165, and Nationals consent as to all.
- 2.) Titan will give a license under I. G.'s cases T. 120, T. 126-B, T. 142, T. 170 with I. G.'s, T. G.'s and National's consent.

Since both of the above suggestions involve the giving of a license to Du Pont with no showing of reciprocal grant to Titan, the following might be considered:

*C. Third Alternative*—Two cross-license agreements.

- 1.) One cross license involving all Du Pont cases except those for Germany and all Titan cases except those originating with I. G. and T. G.—consent of B. T. P. and National required.
- 2.) A second cross-license involving Du Pont cases for Germany and Titan's cases originating with I. G. and T. G.—consent of I. G., T. G. and National required.

The third alternative (C.) is recommended. It involves only two agreements. The first can be shown to the British, if necessary, since it involves only one of their applications in the United States and two Du Pont appli-

*Exhibit 885*

cations in Great Britain. The remaining rights exchanged in this agreement involve Du Pont cases in France, Holland and Japan and Titan cases in the United States. The second agreement can be shown to the Germans, if necessary, since it will involve only Du Pont applications in Germany and T. G.'s and I. G.'s United States applications. (7 U. S. applications—4 I. G. and 3 T. G., as against 7 Du Pont German applications.) Above all, it provides the quid pro quod desired by Du Pont. If desired, the Japanese rights might be included in the second agreement rather than the first.

The consent of National Lead, B. T. P., T. G., and I. G. may be obtained as suggested in my separate memo. on the subject and as desired by Du Pont.

Yours very truly,

CFK:JL

## Exhibit 886

*Memo Concerning Development of License Agreement  
between Du Pont De Nemours and Company and  
Titan Company, Inc.*

These license agreements can either be for: 1) licenses from Titan Company, Inc. to Du Pont (one or more licenses included in each agreement) and, 2) licenses from Du Pont to Titan Company, Inc. with a right to give sublicenses either without restriction or specifically mentioned limitations, if necessary, (These license agreements can also include one or more licenses, partly as under 1) and partly in the form of cross-licensing agreements).

As Titan Company, Inc. will have to procure the consent of the patent owner and any intermediate licensee between Du Pont and Titan Company, Inc., cross-license agreements should, as far as possible, be restricted to the patents belonging to Titan Company, Inc. If, for various reasons, the cross-license agreements have also to be extended to licenses under patents owned by other companies than Titan Company, Inc., as, for example, I. G., T. G., B. T. P., Société Industrielle du Titane, the cross-license agreements should concern only licenses under patents owned or controlled by one of Titan Company Inc.'s associates and as exchange, licenses from Du Pont under patents in these companies' territory. (It should be remembered that Titan Kogyo is a sublicensee of Titangesellschaft and Japan, to this extent, is within the territory of Titangesellschaft, having been given by Titangesellschaft to Titan Kogyo).

If it is found desirable, these cross-license agreements in which other companies than Titan Company, Inc. are affected, as for instance, I. G., B. T. P., T. G., etc., can,

Marginal  
Note in  
Handwritten  
states:  
"June 7  
Fr  
Dr. J.

*Exhibit 886*

if desirable, also include licenses from Titan Company, Inc. to Du Pont under patents owned by Titan Company, Inc.

It is understood that Du Pont—as regards licenses from Titan Company, Inc. under patents owned by any of the other companies and under which Titan Company, Inc. has exclusive licenses for the United States—will be satisfied with this\*

A resolution of the Board of Directors of the National Lead Company, giving their consent to Titan Company, Inc.'s grant of licenses as above is required.

---

\*this and trust that Titan Co. Inc. has covered itself. However, in developing these license agreements it should be remembered that Titan Co. Inc. for its own protection must have the approval the patent owner and any licensee between Titan Co. Inc. and the Patent owner for the simplification of this it is advisable not to have to ask too many approval for the same document.

## Exhibit 887

MEMO RE UNDERSTANDING BETWEEN  
D. T. CO., INC. AND N. L. CO.

T. Co.'s operations as regards manufacture and sale will be made directly or through its associated licensed companies in all countries outside North America. T. Co., Inc. and its associated licensed companies outside North America will not export to North America except with the permission of N. L. Co.

D.'s operations as regards manufacture and sale will be in the United States, Central and South America only and they will endeavor to prevent that products within the Licensed Field are exported except as constituents of bona fide manufactured articles.

*Licensed Field:*

*Note:* See annexed.

*Licenses:*

D.'s Pigment Division will give licenses to manufacture, use and sell to T. Co., Inc. at T. Co., Inc.'s request for the territories in which T. Co., Inc. operates with the exception of Central and South America and licenses to use and sell in Central and South America, and with the further right to T. Co., Inc. to give sublicenses to its specifically mentioned associated licensed companies (Titangesellschaft, British Titan Products Company, Société Industrielle du Titane, Titan Kogyo and Titan Company A/S.) wherever D. takes out patents for those territories, and will, on request of T. Co., Inc. endeavor to obtain such patents. The sublicenses will also be permitted to be given on T. Co., Inc.'s request to any company licensed by T. Co., Inc. in the future



*Exhibit 887*

and not specifically mentioned yet: Mr. R. declared that D.'s Pigment Division dealt with all pigment matters of D.

It was not specifically mentioned, but it appears from some remarks of Mr. R. that there may from time to time be difficulties as regards taking out patents and giving licenses for Japan and China.

The licenses are to be exclusive with the exception of D. itself and its controlled subsidiaries and I. C. I. as regards the United Kingdom of Great Britain, Ireland and the Isle of Man.

T. Co., Inc. will give D. on D.'s request, a non-exclusive license to manufacture, use and sell under any United States patents which it owns or under which it has the right to an exclusive license, with the right to use and sell in Central and South America.

If any of the parties do not wish to maintain a patent, they shall first give the other party the opportunity to acquire ownership of the patent.

The licenses will be given without monetary compensation except that T. Co., Inc. will pay a remuneration for the cost of applying for, obtaining and maintaining the patents under which T. Co., Inc. has licenses as above mentioned.

If T. Co., Inc., wish to refrain from carrying the expenses of maintaining such patents and if D. will continue the maintenance, T. Co., Inc. shall have a non-exclusive license but with no exclusivenesses as above mentioned.

The question of D. sharing expenses of applying for, obtaining and maintaining the patents under which D. obtains a license was not discussed as this is a matter to be dealt with between D. and N. L. Co.

*Exhibit 887*

Any licenses granted prior to termination of this understanding are irrevocable.

Mr. R. expressed the view that the reservation pertaining to D.'s patent rights in the territories of T. Co., Inc. was of a formal nature and will have no particular importance. If D. felt itself able to make a written general agreement, it could be considered that this reservation would be omitted. He mentioned that D. had a general rule that the company could not part with any property with respect to a patent right without approval of the Financial Committee of D. and this would have to be obtained in case such a written general agreement should be contemplated.

The practical handling of the grant of licenses is dealt with in a separate memo., as attached.

*Exchange of Information:*

D. and T. Co., Inc. are willing to exchange information within the Licensed Field and permit representatives to visit their plants (provided there are no governmental objections).

Mode of exchange of information was not discussed in detail with Mr. R. and will have to be in coordination with the exchange between D. and N. L. Co. (See attached memo.).

*Termination of Agreement:*

The cooperation, the principles of which are set forth in this memo., may be terminated upon three years' notice.

The above principles of understanding have been reached between Mr. R. and Dr. Jebsen, with a reservation

*Exhibit 887*

by Dr. Jebson that they are subject to approval by our associated licensed companies, British Titan Products Company, Titangesellschaft and Société Industrielle du Titane.

In connection with the above should be considered the agreement between N. L. Co. and Krebs, dated January 1st, 1933 and the following correspondence:

Cablegram—from Dr. Jebson to Mr. Beschorman, Lead Co.  
—of June 22, 1933

Letter —from Dr. Jebson to Mr. Beschorman—of June 23, 1933 (1st page and 1st paragraph of 2nd page and P.P.S.)

Letter —from I. G. Farbenindustrie to Dr. Jebson—  
—of June 20, 1933

Letter —from Mr. Beschorman to I. G. Farbenindustrie—of July 12, 1933

*with*

Letter —from Mr. C. H. Rupprecht to Mr. Beschorman—of June 28, 1933

Letters —from Dr. Jebson to I. G. Farbenindustrie and Mr. Weber Andrea—of July 21, 1933

Letter —from I. G. Farbenindustrie to Dr. Jebson—of August 7, 1933

Letter —from I. G. Farbenindustrie (Juristische Abteilung) to Dr. Jebson—of August 7, 1933

Letter —from Dr. Jebson to Mr. Beschorman—of August 9, 1933 (1st page)

[Note: Following starts a new memorandum.]

# MEMO RE HANDLING OF LICENSES BETWEEN D. AND T. CO., INC.

The handling of the grant of licenses between D. and T. Co., Inc. will be worked out on the basis of cross-license agreements.

*Exhibit 887*

When T. Co., Inc. or any of its associated companies file a patent application in the United States, a copy of this application will be sent to D. through Mr. K. Conversely, when D. files a patent application in the United States, Mr. K. will send copy or copies to T. Co., Inc. for itself and its associated companies. Thereafter, T. Co., Inc. will inform Mr. K. of its request concerning the filing of corresponding applications in countries throughout its territory or the respective territories of its associated companies. Mr. K. will then inform D. of the desires of T. Co., Inc. If, when T. Co., Inc. makes known its decision to D. through Mr. K., there is pending in the United States Patent Office one or more patent applications filed by T. Co., Inc. or its associated companies, then a formal cross-license agreement will be executed covering rights to T. Co., Inc. as they desire and a non-exclusive license to D. If D. does not have any patent applications pending in the United States at the time applications of T. Co., Inc. are brought to the attention of D., then D. will not request license agreement executed from T. Co., Inc. until they are in a position to exchange rights with T. Co., Inc., so that the formal license agreement may be of the character of a cross-licensing arrangement. Conversely, a similar procedure will have to be followed, with possible exceptions, in the reverse case.

Mr. K. will undertake all details connected with obtaining the necessary papers to permit T. Co., Inc. to file at the expense of T. Co., Inc. and all details connected with the conclusion of the formal cross-license agreement.

The cross-license agreement will follow the form worked out during Dr. Jebsen's visit and agreed to by D. This form is exemplified in the cross-license agreement involving certain applications of D. and certain United States applica-

## Exhibit 887

tions of T. Co., Inc. and B. T. P. and also in the cross-license agreement involving certain applications of D. for Germany and Japan and certain United States applications of I. G. and T. G., both of which are awaiting final approval by T. Co., Inc.'s associates.

[Note: Following starts a new memorandum.]

### ANNEX CONCERNING EXCHANGE OF TECHNICAL INFORMATION

Representatives of the companies can visit the various plants and obtain any and all information they wish as regards plant operations and plant equipment, with the following exceptions:

- 1.—No exchange of information on new pigments and new grades of present pigments until released for sale. (One week's notice)
- 2.—Authorization of \$5,000.00 or more for equipment to produce a new product.

Patent applications are exchanged after filing without delay (also in cases on new pigments or new grades of present pigments). The information regarding the introduction on the market of a new grade (or a new pigment): one week's notice is given without request.

Research reports are not exchanged. The exchange of information takes place chiefly by visits to the plants of the representatives, but this may be carried further at the discretion of the representatives of the parties.

The exchange between D. and T. Co., Inc. (and its associated licensed companies) is considered should take place on the same lines as above. In view of the geographical dis-

## Exhibit 887

tance, personal meetings will be less frequent and personal correspondence between representatives of the companies can take place, with copies to Mr. Garesché and Dr. Jebsen.

Samples can be exchanged directly, with samples sent at the same time to N. L. Co. or with copy of accompanying letter to D. sent to N. L. Co. if samples have already been sent (with reference to these samples).

[Note: Following starts a new memorandum.]

## ANNEX CONCERNING LICENSED FIELD

The exchange of rights between T. Co., Inc. and D. will be within a field embracing all methods, processes and apparatus in the field of manufacture and use of all titanium compounds containing two percent (2%) or more of the element titanium in a chemically, mechanically or physically combined state, and mixtures thereof which can be used as pigments, whether or not adapted for other uses, as well as all such titanium compounds and mixtures which can be used as pigments, whether or not adapted for other uses. This means that the rights given by D. will include process and product patents as well as all patents relating to the use of titanium pigments developed by D.'s Pigment Division, with this exception: Where the use relates to the preparation of a surface coating composition, such as synthetic resin coatings of the class of "Dulux", rights will have to be given to European licensees of D. who have previous arrangements with D. These previous commitments extend to France, Germany, Italy and England. Consequently, any rights which T. Co., Inc. may desire in such use patents developed by the Pigment Department of D. would have to be negotiated. With respect to patents and patent applications relating to the use of titanium dioxide pigments discovered or developed by other departments of



*Exhibit 887*

D., no rights are to be exchanged. Should T. Co., Inc. desire rights in such use patents, these rights will have to be negotiated.

It is to be mentioned that the cooperation between D. and N. L. Co. has gone beyond the Licensed Field as above defined and at the present time includes all the inventions and developments of the Pigment Department of D., regardless of whether or not they fall strictly within the Licensed Field. For example, D. and N. L. Co. exchange patent rights relating to the manufacture of extender pigments themselves, which patents may not directly cover the manufacture of titanium pigments. The same cooperation will extend to the relations between T. Co., Inc. and D. In this connection it is to be noted that among the United States applications of D. which have up to the present been brought to the attention of T. Co., Inc. are several patent applications which relate specifically to the manufacture of calcium sulfate.

[Note: Following starts a new memorandum.]

**MEMORANDUM**

*Re: Arrangement with Du Pont.*

The following is a résumé of the remarks of Mr. C. H. Rupperecht made at a conference in his office with Dr. G. Jebsen on June 8th, 1938 at which Mr. J. P. Hancock and Mr. C. F. Kaegebehn were present:

According to the understanding regarding the cooperation between Du Pont and Titan Company and Titan Company's foreign associates, there will be included by Du Pont all patents and patent applications relating to the manufacture of titanium dioxide—containing pigments themselves, both process and product patents. There will also be in-

*Exhibit 887*

cluded any patents relating to the use of titanium pigments when such patents have been developed by the Krebs Pigment Division of Du Pont, with the exception of such use patents which relate to the preparation of surface coating such as synthetic-resin coatings known as "DULUX".

With respect to surface coating compositions, Du Pont has previous commitments to grant exclusive licenses to firms in Germany, France, Italy and England. Therefore, any rights which Titan Co. and/or its foreign associates might desire in such use patents developed by Krebs, would have to be negotiated. Mr. Rupprecht stated that because of this arrangement the Krebs Pigment Division are avoiding making any patent applications or claims specific to coatings.

With respect to any patents or patent applications relating to the use of titanium dioxide pigments discovered or developed by Du Pont departments other than the Krebs Pigment Division, no rights are to be exchanged. Should Titan Co. or its foreign associates desire rights in such use patents, these rights will have to be negotiated.

With respect to use patents developed by departments of Du Pont other than Krebs and use patents developed by Krebs respecting coating compositions, Mr. Rupprecht assured Dr. Jebsen that he will use his best endeavors to obtain rights, should Titan Co. desire such rights.

Mr. Rupprecht also assured Dr. Jebsen that Du Pont had committed itself to National Lead Co. that all pigment work by Du Pont is to be carried out by the Krebs Pigment Division.

C. F. K.

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Exhibit 888

3079

Letterhead of

E. I. DU PONT DE NEMOURS & COMPANY

C. F. Kaegbehn, Esq.

c/o Titan Co., Inc.

111 Broadway

New York City

Blind cc: C. H. Rupperecht, Esq.

Krebs—Nemours Bldg.

June 13, 1938

Dear Mr. Kaegbehn:

*Re: du Pont-Titan, Inc.*

*Agreements*

Enclosed find duplicate originals and extra copy of the above contracts, these having been rewritten in accordance with the understandings reached at Wilmington last week. You will note that the two agreements submitted comprise a split-up of the original single agreement, this also conforming to Dr. Jebsen's suggestion.

In lieu of the warranty that Titan is the owner of the entire right, title and interest of the involved Titan, Inc. patents and applications, the agreements as now submitted merely specify that Titan, Inc. warrants that it has the right to grant the licenses set out in the contract under the specified patents and applications.

Since the agreements embody all of the changes and suggestions made at the recent conference, it is suggested that after their execution by the proper Titan, Inc. official, they be returned here for final approvals and action.

Very truly yours,

E. I. DU PONT DE NEMOURS  
AND COMPANY,

By JOHN P. HANCOCK  
John P. Hancock

JPH:H  
Enc.

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Exhibit 889

Letterhead of  
NATIONAL LEAD COMPANY

June 23rd  
1938

Mr. M. D. Cole—Ass't to the President  
National Lead Company  
Building

Dear Mr. Cole:—

This will confirm Dr. Jebsen's approval of the Resolution as modified by you which authorizes Titan Company, Inc. to grant non-exclusive licenses to E. I. Du Pont De Nemours.

It is most desirable that this Resolution be passed by the Board of National Lead Company at its next meeting because Dr. Jebsen has in his possession contracts for which he will endeavor to obtain the approval of Titan Company, Inc.'s foreign associates, which contracts embody the principles of this Resolution.

Yours very truly,

C. F. KAEGERBEHN

CFK:lo

c.c. Mr. H. O. Bates, Secretary

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*Exhibit 889*

COPY

*Resolution for National Lead Company  
Board action June 28, 1938.*

RESOLVED, that as successor in interest to Titanium Pigment Company Inc. under that certain Agreement between that Company and Titan Co. A/S dated July 30, 1920, this Company hereby consents to and authorizes the grant by Titan Company Inc., as successor in interest to Titan Co. A/S under the aforesaid Agreement, directly to E. I. du Pont de Nemours and Company and, upon such terms and conditions as may be mutually agreed upon between them, of a non-exclusive license to manufacture, use and sell titanium compounds which can be used as pigments produced under and in accordance with any United States patent or patent application owned or controlled by said Titan Company Inc. or by any of its foreign licensees or sublicensees relating to the manufacture and/or use of such titanium compounds; hereby waiving for that purpose and to that extent only the right to an exclusive license under all of said United States patents and patent applications to which this Company is entitled under the provisions of said Agreement of July 30, 1920

COPY

*Resolution for National Lead Company Board action  
June 28, 1938.*

RESOLVED, that that certain arrangement between this Company and Titan Company Inc., proposed in letter of W. C. Beschorman as Executive Vice President of this Company to Dr. Gustav Jebsen as Vice President of said Titan Company Inc., dated May 28, 1937, submitted and read at this meeting, relating to the handling of any licenses that may from time to time be granted to any then existing United States licensee of this Company under any patent owned or controlled by said Titan Company Inc. or by any of its licensees or sublicensees other than this Company, and also of any licenses that may from time to time be granted to said Titan Company Inc. or to any of its said licensees or sublicensees other than this Company under any patent owned or controlled by any of said then existing United States licensees of this Company, which said arrangement has been formally approved and accepted by said Titan Company Inc. by resolution of its Board of Directors adopted October 27, 1937, be and it hereby is in all respects approved, ratified and confirmed on behalf of this Company.



## Exhibit 890

GJ/HS

Paris, 30th July 1938.

C. F. Garesché Esq.,  
President,  
Titanium Pigment Corp.,  
111 Broadway,  
New York, N.Y., U.S.A.

Dear Mr. Garesché:

Enclosed I send you copies of letters of even date to Mr. Stopford and Dr. Raspe.

You may remember I told you of my telephone conversation with Dr. Booge after my visit in Wilmington, during which I promised to send Dr. Booge samples of the Rutiox production when available from the pilot plant.

On Turner's request, T.G. and B.T.P.Co. are sending him samples, and you will realize that a delicate situation will arise in case Dupont should happen to know of these samples before having received any from us.

As at the same time you are in the best position to judge when samples should be handed over to Dupont, and we wish to coordinate the cooperation with Dupont with the N.L.Co.'s cooperation, it seems to me best that you hand the samples over to Dupont, when you consider it should be done.

Looking forward to your visit on this side, I am, with kindest regards,

Yours very truly

sign. G. JEBSEN

Encl.

Copy:

Mr. Rockwell.

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**Exhibit 891**

Letterhead of  
**TITAN COMPANY, INC.**

Paris, September 20th, 1938.

To:  
I. D. Hagar Esq.  
Titanium Pigment Corporation  
111 Broadway  
New York City, U. S. A.

Dear Mr. Hagar:

Many thanks for your letter of September 12th.

I am sorry to hear of the action taken by the Krebs Company and it does not seem well founded.

It has not been stated at which periods the Krebs Company and we should exchange our experience, with the exception of patents and patent applications, and it has not occurred to me that this would be of primary importance, as Krebs and we are not competing in our markets with the exception of South America.

For this reason it seems to me rather far fetched for Krebs to use as an excuse the assumed marketing of a Rutiox type in Europe for them to break their agreement with you as regards mutual information. I say "assumed" because no distribution, neither as sale nor for test purposes, has taken place of a Rutiox type pigment on this or your side. I hope this was sufficiently clear from my letter of September 9th, although I did not know at that time for what purpose you wanted the information. I have, though, in any case, sent you a cable today as per enclosed copy.

## Exhibit 891

On I expect in the very near future to be able to send Mr. Kaegbehn the cross-licensing agreements with Krebs, as I have got the verbal consent of all parties interested and am awaiting formal acknowledgment from the various parties.

With this done, we can of course take up with Krebs the question of fixing rules for the exchange of experience on similar lines as yours, or, I hope, better ones. The last remark in view of the information in your letter.

Such rules should be of reciprocal nature.

I do not for the moment see the importance of a mutual announcement of the intention of putting a new quality on the market a short time before this is done, when these qualities are only put on the markets in which the other party is not actively selling, but I have an entirely open mind as regards this matter.

With kind regards.

Yours very truly,

(signed) G. JEBSEN

(Note in Dr. Jepsen's handwriting).

P. S. Please show this letter to Mr. Kaegbehn.

Copy to Mr. Rockwell

" Garesché

September 30th, 1938

## NOTES

It was my recollection of the conversations between Mr. Rupprecht and Dr. Jebsen at which I was present, (Mr. Rockwell's office, New York City, June 3rd, 1938 and Mr. Rupprecht's office, Wilmington, June 8th, 1938) that an understanding had been reached—details were not worked out—that technical information and experience would be exchanged between Du Pont and Titan Co., Inc.

I further recollect, that on June 9th, 1938, in the course of a review by Dr. Jebsen and myself of the results of our visit to Wilmington on June 8th, and upon being informed by me that a copy of the U. S. Rutiox patent application had been forwarded by me to Dr. Booge, Dr. Jebsen called Dr. Booge on the telephone and told him that additional technical information and experience concerning the Rutiox process would be available to Du Pont.

In reviewing the results with Dr. Jebsen, the results of the conversation with Rupprecht, I recollect that we formulated the view that the method of exchange of information had not been considered in detail with Mr. Rupprecht and that it would have to be coordinated with the exchange between Du Pont and National Lead Co. In considering the mode of exchange between National Lead Co. and Du Pont we noted that representatives of the respective companies enjoyed the privilege of visiting the other's plants and obtaining any and all information we wished as regards plant operation and plant equipment with the following exceptions:

1. That no information was to be exchanged on new pigments and new grades of present pigments until these were released for sale, 1 weeks notice being

given to the other party prior to such release for sale.

2. in cases where authorization of \$5000.00 or more for equipment to produce a new pigment has been made, no research reports are exchanged, the exchange being confined chiefly to visits by representatives of the respective companies to the plants of the other.

It is my recollection that it was considered that the exchange between Du Pont and Titan Co., Inc. should take place on the same lines. However, in view of geographical distance, personal meetings would be naturally less frequent and personal correspondence between representatives of the companies could take place, with copies being sent to Mr. Garesché and Dr. Jebsen. It is my recollection that it was understood that samples of new products could be exchanged directly between Du Pont and Titan Co., Inc.

Mr. Rupprecht in his telephone conversation to me on September 16th, 1938 stated in unequivocal terms that there had been no understanding reached between himself and Dr. Jebsen with respect to exchange of technical information and experience, particularly as regards new developments. In fact, on the contrary, he said it was the desire of Du Pont not to enter into such an exchange; that he had committed himself only to exchange patent applications with a view to negotiating a mutual exchange of non-exclusive licenses under patents and patent applications and that he could not extend the understanding beyond this. However, he stated that any representatives of Titan Co. Inc. or its European associates who may be in the United States would be most welcome to call upon him and go through the Krebs Division plant and while so doing, to obtain full and complete information concerning plant operations, but that they would not place before such visitors any information concerning research matters.

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Exhibit 893

November 22nd, 1938.

Dr. G. Jebsen  
c/o Titan Co., Inc.  
26, Rue de la Pépinière  
Paris—VIIIe—France

Dear Dr. Jebsen:—

The attached letter was dictated and written on October 3rd, 1938.

Transmission to you was delayed pending return of Mr. Garesché so that he might consider its contents.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL



Dr. G. Jebsen  
c/o Titan Company, Inc.  
26, Rue de la Pépinière  
Paris—VIIIe—France

November 22nd, 1938

Dear Dr. Jebsen:—

You have been advised through letters of Mr. Turner and Mr. Hagar of the situation which has developed here with respect to the exchange of research information with Du Pont, particularly research information concerning the "RUTIOX" process. There are two additional phases of this matter of which I believe you should be informed.

On September 15th, Mr. Turner had a conversation with Dr. Booge at which I was present. Mr. Turner pointed out to Dr. Booge that Du Pont in receiving technical information such as that pertaining to the "RUTIOX" process was being placed in a preferred position over National Lead Co., because Du Pont was not exchanging information of the same nature with us. Mr. Turner particularly referred to the Du Pont development of the so-called "Ti-Pure-O Pigment". Dr. Booge, appreciating the merit of Mr. Turner's contention, offered to return unopened any letters he might receive from you or the European associates of Titan Co., Inc. Mr. Turner appreciating that the arrangement with Du Pont was between Titan Co., Inc. and Du Pont directly did not feel in a position to accept this offer from Dr. Booge. I stated that my recollection of the understanding reached between you and Mr. Rupprecht was that technical information would be exchanged, although no details of the manner of the exchange had been worked out. It was my recollection that this exchange would be

## Exhibit 893

coordinated with the exchange between National Lead Co. and Du Pont.

On the 16th of September, the following day, I received a telephone call from Dr. Booge who told me that Mr. Rupprecht had informed him that no exchange of technical information was provided for in the understanding reached between you and Mr. Rupprecht. I asked Dr. Booge to further clarify this with Mr. Rupprecht because I had the distinct recollection that you took back to Europe with you the impression that some exchange of technical information was provided for. Within an hour I received a telephone call from Mr. Rupprecht, who seemed somewhat aroused over the situation. He stated to me in most emphatic and unequivocal terms that there had been no understanding reached between himself and you with respect to the exchange of technical information and experience, particularly as regards new developments. In fact, on the contrary, he said that it was the desire of Du Pont not to enter into such an agreement with any foreign interests; that he had committed himself to you only to exchange patent applications with a view to negotiating a mutual exchange of non-exclusive licenses under patents and patent applications, and that he could not extend the understanding beyond this. However, he stated that any representatives of Titan Co., Inc. or its European associates who may be in the United States would be most welcome to call upon him and go through the Krebs Division plants, and while so doing, to obtain full and complete information concerning plant operations, but that they would not place before such visitors any information concerning research and new development matters.

*Exhibit 893*

I pointed out to Mr. Rupprecht that the present situation had not arisen through any request for technical information emanating from Titan Co., Inc. or its associates but, on the other hand, it developed out of a request from his technical director, Dr. Booge. Mr. Rupprecht acknowledged this to be so and stated that he had informed Dr. Booge that he should not have made this request and that he was instructing Dr. Booge to turn over to Mr. Turner all letters received from you or the European associates of Titan Co., Inc. unopened. I assured Mr. Rupprecht that as far as any misunderstanding regarding the arrangement reached with him was concerned, I wished him to attribute this to my faulty recollection of the impression you took back with you to Europe. At the conclusion of the conversation I felt that Mr. Rupprecht was considerably reassured. Dr. Booge has already turned over to Mr. Turner one letter received from you which was opened by Mr. Turner and which is enclosed herewith.

I do not believe this situation will have any serious, adverse effect on the cooperation between Du Pont and Titan Co., Inc. to which we are all working. It is fortunate that it arose out of a request from Du Pont rather than from our side. However, I have a feeling that Du Pont will not place at the disposal of Titan Co., Inc. information regarding its new developments or research matters, and I feel that the future direct correspondence between Du Pont and Titan Co., Inc. will be very circumspect from Du Pont's side, leaving for transmission through us of more detailed technical information. I would not recommend writing to Mr. Rupprecht at this time in this matter, since so to do might further arouse him. After speaking with him on the telephone, I have the feeling that he is prepared

*Exhibit 893*

to let the matter rest at its present status and to permit the future to work out the relationship between the companies with respect to the exchange of technical information.

The second phase of this situation which I should like to bring to your attention is the following:

It is apparently the practice of Du Pont when they receive patent applications for inventions originating with us or with the European associates of Titan Co., Inc. to scrutinize carefully their old research work and, if it appears that they have performed similar experiments, to file patent applications along the same lines as our applications. Already we have had one such experience, namely in Case T. 174. In so doing, a conflict arises as to which company is the first inventor. It is relatively easy for us to settle this question when the conflict is between ourselves and Du Pont, because our research notes can be compared. On the other hand, when the conflict is between an application of one of Titan Co., Inc.'s associates, it is not so easy because under the United States Law the earliest date which the foreign application can secure is the date of filing in the country in which the first application was filed under the International Convention.

Upon receipt of copies of Titangesellschaft's Rujiox patent application (Case T. 187), we were informed by Dr. Booge that it covered certain phases of their research work and that they contemplated filing a similar patent application. Mr. Turner and I made a special trip to Wilmington to look into this situation. We found that there was no possibility of dissuading Du Pont from filing an application which might conflict with our application in Case T. 187 because, we were informed, all divisions of Du Pont are under specific orders from the Executive Committee to

*Exhibit 893*

file patent applications on everything which might possibly contain patentable subject matter. In the course of this conversation, Dr. Booge admitted that they had previously regarded their work as unpatentable. The implication is inescapable that the possibility of patenting was suggested to Du Pont by the knowledge of our application in Case T. 187.

Their experimental procedure, however, differs from the application in case T. 187 in that they first neutralize titanium tetrachloride with alkali and redissolve the precipitated orthotitanic acid in hydrochloric acid. This feature was specifically left out of our application in case T. 187 at my request because it is in my judgment too closely related to the Kubelka procedure. Dr. Booge assured me that before they file the patent application they would consult with me in order to be sure that their case would be as free as possible from interference with Case T. 187, and I told Dr. Booge that at this consultation Mr. Hutz should be present as a representative of *Titangesellschaft*. I discussed this situation fully with Mr. Hutz and we made a recommendation that a second application should be filed by *Titangesellschaft* covering specifically the alkali addition treatment of titanium tetrachloride which is disclosed in the second "susats" application in the German case under T. 187. In making this recommendation we had in mind that we might be able to limit any possible interference with Du Pont to this alkali addition step and completely clear our original case T. 187. In making the recommendation to *Titangesellschaft* Mr. Hutz refrained from advising the I. G. Patent Department that we were aware of a possible interference with Du Pont, because neither he nor I wished to arouse the I. G. Patent Department by informing them



*Exhibit 893*

that Du Pont had access to the United States application in case T. 187. The situation respecting cases T. 157, T. 204, T. 205, T. 206, and the Roope application, Ser. No. 215,220 described to you in Mr. Turner's letter of September 19th, is another instance illustrating Du Pont's practice with respect to patent applications.

You will appreciate that in the exchange of patent applications of Titan Co., Inc.'s associates both Titan Co., Inc. and ourselves are at a disadvantage. First, Titan Co., Inc. is at a disadvantage because they cannot prove a date earlier than the convention date, and Du Pont, having the United States application in their possession has advanced information concerning this date and is in a position to go in back of the convention dates of the applications of Titan Co., Inc.'s associates. We are at a disadvantage insofar as we are the chief beneficiaries under patents of Titan Co., Inc.'s associates and if Du Pont is permitted to obtain patents on the same subject matter after first scrutinizing Titan Co., Inc.'s applications in the United States before filing their own, our patent position is increasingly weakened in the United States.

I do not have any suggestions to offer as to how this situation can be corrected. With respect to Du Pont we again face that attitude which expresses itself by a statement that the Executive Committee of Du Pont has given certain orders which must be carried out. We can, of course, on our part resort to the same procedure of investigating our old research notes upon the receipt of a Du Pont application and then filing a patent application, but we hesitate to do so because we regard this procedure as not strictly the most ethical.



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*Exhibit 893*

In writing this letter it is not my purpose to suggest, and it would be contrary to my intention if you assumed that the cooperation with Du Pont was in jeopardy as a result of this situation. I regard it as an incident in developing the modus operandi of the cooperation which with tact and the passage of time will be smoothly worked out.

With very kind regards,

Yours very truly,

CFK:JL

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**Exhibit 894**

Paris, December 22nd, 1938.

GJ/AK

C. F. Garesché Esq.  
National Lead Company  
Titanium Division  
111 Broadway  
New York City, U. S. A.

Dear Mr. Garesché,

I return to your letter of November 21st, regarding the problem of patent interference.

I have no particular suggestion to make, except that it seems to me advisable to postpone sending in the patent applications on inventions originating in Europe as late as possible under the International Conventions, which secures the priority right of the European application date for a period of 12 months.

I trust that the mutual conferences you have agreed upon will lead to satisfactory solutions in the individual cases as there should, generally speaking, be a common interest in these matters and I think the goodwill exists on all sides.

I have only had the opportunity to talk over the matter with Mr. Stopford, who is in agreement with the above, and I will take it up with Dr. Raspe next time I see him.

With kindest regards,

Yours sincerely,

sign. G. JEBSEN

Copy:  
Mr. Kaegebehn.

Letterhead of

TITAN COMPANY, INC.

GJ/AK

Paris, January 9th, 1939.

C. F. Kaegebehn Esq.  
National Lead Company  
Patent Department  
111 Broadway  
New York City, U. S. A.

Dear Mr. Kaegebehn,

Many thanks for your letter of November 22nd, which I have read with much interest.

You are presumably acquainted with the conversations I had with Mr. Garesché.

I received also a letter from Mr. Garesché of November 21st, to which I have replied on December 6th and 22nd and from which you will know that the questions mentioned by you have been dealt with satisfactorily.

In fact, the standpoint Mr. Rupprecht has taken is quite agreeable to me and simplifies the whole matter quite considerably.

On page 3 you say: "Dr. Booge has already turned over to Mr. Turner one letter received from you, which was opened by Mr. Turner and which is enclosed herewith". This was not enclosed, but I do not think that matters anything.

I enclose copy of my letter of December 6th, of which I note that by inadvertence you have got no copy.

With kindest regards,

Yours very truly,

G. JEBSEN

Copy to Mr. Garesché.

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**Exhibit 896**

Blind cc: C. H. Rupprecht, Esq.  
Krebs—Nemours Bldg.

Charles F. Kaegebehn, Esq.

March 3, 1939

c/o Titan Company, Inc.

111 Broadway

New York City

Re: du Pont—Titan, Inc.  
Agreement

Dear Mr. Kaegebehn:

Attached hereto find duplicate originals and extra copy of the consolidated agreement between du Pont and Titan, Inc., effecting license exchanges between certain specific applications and patents of the parties. You will note du Pont Legal Department approvals and endorsements appear on said duplicate originals.

Pursuant to our understanding, in lieu of the two agreements previously proposed, a single form of contract is now presented. Other changes effected in the redraft presented include:

(a) In respect to our applications 466-K, 768-K and Titan, Inc. Cases 112 and 136, the rights of the licenses thereto are restricted to the employment of such inventions in the manufacture of titanium compounds useful as pigments.

(b) Titan, Inc. case T. 142, included in the former agreements, has been eliminated from the present, due to the fact that the same had been inadvertently included under the former proposed exchange.

*Exhibit 896*

(c) Reciprocal provisions exist in the instant draft, under which purchasers of pigments and other coloring materials from either du Pont or Titan, Inc., manufactured in accordance with the licensed inventions, become free to use such products and in accordance with such licensed inventions.

(d) Paragraph 6, as amended, sets forth that du Pont shall be free of any obligation or expense incidental to Titan, Inc.'s filing and prosecution of licensed U. S. applications.

(e) Paragraph 10, involving infringements and rights to sue, has been modified to restrict the right of du Pont or Titan, Inc. as licensees to bring suit and only when consent in writing has been first obtained from the involved licensor.

If the agreement meets with your approval, will you please have the originals executed by Titan, Inc. and returned here for final action?

JOHN P. HANCOCK

JPH:H

Enc.

Exhibit 897

(COPY)

Notes—Conference Leverkusen—June 12th, 1939  
July 26th, 1939

Mr. F. W. Rockwell—President

Mr. C. F. Kaegerbehn—Patent Department

Dear Mr. Rockwell:—

I present herewith minutes of the conference at Leverkusen, relative to patent matters as discussed between Dr. Raspe, Dr. Redies, Dr. Fischer, Mr. Andersen and myself.

The notes were written by Dr. Redies and revised by Mr. Andersen and me. They have not been finally approved by Dr. Redies and Dr. Raspe, so I would appreciate it if you would regard them for the time being as in the nature of tentative minutes.

Yours very truly,

C. F. KAEGEBEHN

CFK:JL

Enc: 1

cc. Mr. C. F. Garesché  
Dr. W. W. Plechner



*Exhibit 897*

RE: TITANIUM FIELD

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NOTE

RE: CONFERENCE LEVERKUSEN

-12th June 1939

Present:

Mr. Kaagebehn, National Lead Co., New York;

Mr. Andersen, Titan Company, Paris;

Dr. Raspe, Director Titan-GmbH, Leverkusen;

Dr. Redies, " I.G. Patent Dept., Leverkusen;

Dr. Fischer, of " " " "

The purpose of the conference is to ascertain whether the correspondence regarding the handling of patent questions may be further simplified or expenses in this connection may be saved. The following is noted:

1.) It is considered advisable to benefit as far as possible from the professional knowledge of the experts of the National Lead Company, when drafting new patent applications in the titanium field for U.S.A. and also during the prosecution of the patent applications. As the patent experts of the National Lead Co. are at the disposition of these applications, the use of other patent attorneys can be avoided. Mr. Kaagebehn refers, however, to his good relationship to Messrs. Hutz and Joslin and it is considered advisable to leave to Mr. Kaagebehn whether and in which cases he wishes collaboration with Messrs. Hutz and Joslin.

For the inventions of the Titangesellschaft for which patent applications are to be filed in U.S.A. the following is agreed:

*Exhibit 897/*

The Patent Dept. in Leverkusen will send a copy of every new patent application of the Titangesellschaft to Titan Co., Paris, as soon as possible after the filing of the application in Germany. At the same time the Titangesellschaft will send the corresponding research report to the Titan Co., Paris. Titan Co., Paris, will forward the patent application together with the research report as soon as possible to the National Lead Company. Furthermore, in so far as the National Lead Company wishes the filing of the application in U.S.A., the draft for the U.S. application will be prepared by Mr. Kaegebehn on the basis of the information sent him. This draft will be returned by Mr. Kaegebehn to the Titan Co., Paris, and from there to the Patent Department in Leverkusen which will consider the draft in collaboration with the inventor and make any alterations which might be necessary. If there is sufficient time at disposal the Patent Dept., Leverkusen, will again ask for the comments of Mr. Kaegebehn in the event that important alterations have been made. If this is not the case, the papers for the filing of the U.S. application will be prepared directly by the Patent Dept., Leverkusen.

Mr. Kaegebehn will when sending the draft communicate whether the U. S. application should be filed by him or by Messrs. Hutz and Joslin.

The U.S. patents should normally issue in the name of the Titan Co. Inc., Wilmington, Delaware, U.S.A.

2.) The above suggestions relate primarily to the inventions of the Titangesellschaft. With respect to inventions which originate with I.G. and which are entirely or partly within the titanium field, the situation is not the same, from an agreement point of view, as with respect to the inventions of the Titangesellschaft. There was an

*Exhibit 897*

understanding between those present that I.G. wishes to make its decision from case to case. On the other hand, there is, in the opinion of Dr. Redies, no objection to a recognition in principle of the application of the above considerations to inventions of the I.G., which come within the titanium field. In the case where the National Lead Company gets an exclusive licence for U.S.A. on an invention originating with I.G. and pays the expenses involved in the obtaining of the patent protection it is also, in the case of titanium inventions of the I.G., desirable to obtain the collaboration of the National Lead Company to the extent this is possible.

3.) As the territory of the National Lead Co. includes Canada as well as the United States and the same considerations apply to the situation in Canada as in the U.S.A., Mr. Kaegebehn wishes that the principle described in the foregoing paragraphs should apply also to Canada.

Mr. Kaegebehn communicates that he collaborates in Canada with the Patent attorney firm Fetherstonhaugh & Co. in Montreal.

4.) With respect to the filing and prosecution of patent applications in Germany, the procedure should be analogous with that described under (1) i.e. the professional knowledge of the patent department in Leverkusen should be taken advantage of in this connection in order to obtain the best possible form of patent applications in Germany on inventions originating with the National Lead Company and also in order to avoid the expense of using the assistance of other patent attorneys. Mr. Kaegebehn will send copy of new U.S. patent applications of National Lead Co. to Titan Co. Inc., Paris, as soon as possible after the filing in U.S.A. and Paris will forward copy to the Patent

*Exhibit 897*

Dept. in Leverkusen. The patent department in Leverkusen will prepare a draft for the German application in the event of the Titangesellschaft wishing an application in Germany and thereupon file the German application without assistance of patent attorneys outside its organization.

The German patent should—as far as this is in accordance with the situation in the case, from an agreement point of view—issue in the name of the Titangesellschaft.

5.) The situation in the DK. Cases was discussed thoroughly.

The situation is as follows:

There exists no general licence agreement between Inc. and D. but both parties have expressed the willingness to exchange licences on future patent applications and patents in individual agreements. The licences to date have always included the permission to Inc. to give sub-licences to its associated companies outside America and it is confidentially expected that this will also be done in the future.

The general mode of operating is that copies of the D.'s applications in question are sent Inc. through the National Lead Co. and Inc. forwards copies to its associates. When Inc. has considered the cases and has been informed of the wishes of its associated companies for their territory they inform Mr. Kaegebehn who then together with Du Pont prepares a proposal for a cross licence agreement.

Inc. has been permitted by D. to file in D.'s name and prosecute the patent applications in the countries where licences have been asked for.

D. has up to now executed the documents for the filing of the applications and permitted the applications to be filed without awaiting the execution of the licence agree-

*Exhibit 897*

ments in question—and it is expected that D. will also do this in the future.

The expenses to the filing and prosecution of the applications and to the maintenance of the patents have been paid by Inc. who is re-imbursed by the associated companies for expenses to applications and patents within their respective territories.

*Later remarks by Dr. Redies.*

It is doubtful to me whether it is correct from the point of view of German monetary laws that the Titanengesellschaft pays expenses incurred on DK. Cases before a licence agreement giving T.G. licences in the cases in question have been executed.

Signed: Dr. Redies.

Whenever possible the question regarding licences under new DK. Cases should be cleared up so early that the Titanengesellschaft is in possession of a licence when the German application is filed.

Mr. Kaegebehn explains thoroughly the considerations of the Firm Du Pont.—He considers it possible to draft a licence agreement which can be used generally and to submit accordingly drafted agreements to Du Pont in due time and in each particular case. This will only tend to help the situation but it is not believed will completely solve the situation. Mr. Kaegebehn will take up these questions upon his return to U.S.A. if Dr. Jebesen has declared himself in agreement with the above considerations.

6.) The expenses to the filing and prosecution of the German applications in DK. Cases are at present very high for the reason that the cases are prosecuted with the assistance of German patent attorneys. If the average cost of

*Exhibit 897*

about RM. 500 per German application is calculated with the cost of the 35 DK. Cases applications filed in Germany in 1938 would amount to about RM. 17.500 which finally will have to be paid by the Titangesellschaft. In view of this high cost great care should be taken in deciding the filing of the applications in Germany.

Dr. Redies raises the question whether the filing and prosecution of the applications in DK. Cases in Germany could be taken over by T.G. (I.G. patent department)

Mr. Kaegebehn considers that D. would not object to such arrangement.

Mr. Kaegebehn and Mr. Andersen will consider this question and if they find that an arrangement as mentioned can be accepted by Inc. will submit it to Dr. Jebsen, and in case he agrees, Mr. Kaegebehn will take it up with D.

With an arrangement as outlined T.G. would not have to place so much importance on the question of costs of DK. Cases as they do at present when deciding in which cases they should ask for licences. It is, however, agreed that the DK. Cases should be examined very carefully with regard to their value before decision with regard to licences is taken—in order to avoid that we ask for licences in cases of small value—This may give D. a false impression of the opinion on this side regarding such cases.

7.) Some particular cases are discussed.

C. F. K.—COMMENTS DR. REDIES' NOTES—  
LEVERKUSEN CONVERSATION

The notes prepared by Dr. Redies correctly present with alterations suggested the subject discussed and the conclusions reached in the Leverkusen conversations of June 13th, 1939. The following may be also noted:



*Exhibit 897*

- 1) Agreement as to the principles for handling T. G. and I. G. patent applications, in U. S. A. and the handling of National Lead Company applications in Germany, (Item 1-3, of Dr. Redies' notes) must include also the consent of Titan Co. Inc. This results from the fact that patent rights exchanged between National Lead Co. and Titangesellschaft do not pass directly from one to the other but flow through Titan Co. Inc. Therefore it may be foreseen, that occasionally Titan Co. Inc. may deem it necessary or desirable, to exercise some control over the preparation and prosecution of the United States applications covering T. G. and I. G. inventions on the one hand, and over the preparation and prosecution of German applications covering National Lead Company's inventions, on the other hand.

National Lead Company, however, accepts with the recognition of the position of Titan Co. Inc. as expressed above, the principles for handling patent applications described in Dr. Redies' notes—Items 1, 2 and 3.

- 6) Insofar as the territory of National Lead Company includes Canada as well as the United States and the same considerations apply to the situation in Canada as in the United States, it is deemed that the principles described in Dr. Redies' notes—Items 1-3—should apply also to Canada recognizing also the position of the Titan Co. Inc., as above described.

Paris, July 13th, 1939.

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Exhibit 898

Letterhead of  
TITAN COMPANY, INC.

SA/GK

Paris, 7th. June 1938

National Lead Company  
Patent Dépt.  
111 Broadway  
New York

att Mr. C. F. Kaegebehn

Dear Sir,

Case DK.31—U.S. Appl. Ser. No. 150.966  
“ DK.32— “ “ “ “ 155.231

We beg to acknowledge the receipt of your cable of the  
3rd.inst. reading as follows:

“DOES DECISION BRITISH TITAN CASE  
DK 31 APPLY ALSO DK 32”

to which we replied:

“BRITISH TITAN DESIRE NO LICENCES  
DK THIRTYTWO PROVIDED PUBLICA-  
TION OF SUBJECT MATTER BE ACHIEVED  
WE SUGGEST APPLICATION FRANCE FOR  
THIS PURPOSE STOP REFER OUR TWO  
LETTERS 27 MAY RE DK 31 AND DK 32”

We wrote you on the 27th. May regarding both cases  
DK 31 and 32 informing you that British Titan were not  
interested in obtaining licences in any of the cases but that  
they would like to have the subject matter published of

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*Exhibit 898*

Case DK.32. This in order to ensure that they be free to use the process covered by this case.

In view of your telegram we are wondering whether you have received our letter regarding DK.32 and enclose herewith a copy of same.

Yours very truly,

for TITAN COMPANY INC.

SIGURD ANDERSEN.

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Exhibit 898

COPY

SA/GK

Paris 27th May 1938

National Lead Company  
Patent Dept.  
111 Broadway  
New York

*Att. Mr. C. F. Kaegebehn*

Dear Sir,

Case DK.32—U.S. Appl. Ser. No. 155.231

In our letter of the 4th. inst. we informed you that we were not interested in obtaining licences in the above case and that we would communicate you the British Titan Products' decision later on.

Our English friends have just informed us that they are not interested in obtaining licences in this case but that they consider it advisable that the subject matter of the application be published.

Such publication could be achieved by filing a patent application in France and we consider it desirable that such application be filed.

We should be obliged if you would submit this matter to Dr. Jebsen asking him whether he approves that the matter be taken up with Du Pont with a view to obtaining a publication patent.

We think Du Pont's attention should be drawn to the fact that we do not wish to maintain this patent and that in the event of their wishing to maintain it we should be

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*Exhibit 898.*

secured a non-exclusive licence with the right to hand on this licence to Société Industrielle du Titane.

Yours very truly,

for TITAN COMPANY INC.

(sgd.) A.J. Ravnstad

P.S. We enclose herewith in duplicate the form for a Power of Attorney in France; this is the only paper which we need in connection with the application to be filed. In view of the fact that only a publication patent is aimed at, it is not of any importance to file under Convention and an Assignment need not be executed.

Copy to Dr. Jebsen

June 20<sup>th</sup>, 1938

Mr. Andreas Ravnstad  
c/o Titan Company, Inc.  
26, Rue de la Pépinière  
Paris - 8e - France

Re: Case DK 32 - U. S. Serial No. 155,231

Dear Mr. Ravnstad:—

Upon the receipt of your letter of June 7<sup>th</sup>, 1938, we took up the question of filing the corresponding application in France with Du Pont.

Du Pont suggests that your case be included in a cross-licensing agreement, wherein Du Pont will receive an exclusive license in certain U. S. applications of Titan Co., Inc., and British Titan Products, Ltd., while in return giving rights for France, Holland and Great Britain, if desired by Titan Co., Inc., Du Pont further suggests that when the French patent has been obtained, you proceed as provided for under the agreements to inform Du Pont of your intention to abandon the French application.

For reasons which have been explained to Dr. Jebsen, we recommend that in the future when it is desired to file an application in France corresponding to a Du Pont U. S. application, but only for purposes of publication, you inform us that you desire to apply in France "only for purposes of record". We will understand the meaning of this expression and will proceed in accordance with your wishes to consider the matter with Du Pont.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL



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Exhibit 900

Letterhead of

TITAN COMPANY, INC.

Paris, 5 July 1938

National Lead Company  
Patent Department  
111 Broadway  
New York, N. Y.

*Att. Mr. C. F. Kaegbehn*

Dear Sirs,

DK 32 U. S. Ser. 135,231.

We thank you for your letter of 20. ult.

The power of attorney required for the application in France in the above case was received in duly executed state with your letter of 24. June, together with other papers required in connection with the applications we are filing in these cases.

We note your recommendation in connection with our communicating you our desire to file applications in France corresponding to Du Pont applications for purpose of publication and we will have this in mind at future occasions.

Yours very truly,

For TITAN COMPANY INC.

Sigurd Andersen

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Exhibit 901

June 24th, 1938.

Dr. G. Jebsen  
For Mr. Andreas Ravnstad  
c/o Titan Company, Inc.  
26, Rue de la Pépinière  
Paris—8e—France

*Re: Pending Applications of DK Cases 15-30*

Gentlemen:

Please refer to your letter of May 10th, 1938. We enclose herewith the following documents:

**POUVOIR**

(For France) Cases DK 15, 26, 27, 29, and 32.

**VOLLMACHT**

(For Germany) Cases DK 16, 22, 23, 24, 25, 28, and 30.

**ERFINDERNENNUNG**

(For Germany) Cases DK 16, 22, 23, 24, 25, 28, and 30. Assignment of priority rights (for Holland) and Vollmacht DK Case 23.

These documents were sent by you in duplicate and we forwarded both copies to Du Pont. They have, however, failed to return the duplicate copy, and since they have already been put to considerable trouble, we have hesitated to bother them further. Can you not have these documents photostated and will not the photostatic copy serve your purposes? They have been dated according to your wishes. We regret this inconvenience, but as yet Du Pont is not sufficiently familiar with the procedure required, so that an instance of this kind will not occur.

*Exhibit 901*

As requested in your letter, we have forwarded to your Japanese agent, Nagashima Law and Patent Office, powers of attorney and assignment documents in cases DK 16, 22; 23, 24, 25, 28, and 30. Since no duplicates were returned to us, we had the originals photostated and enclose herewith photostatic copies of these documents.

With respect to the documents for Germany and France, which must be legalized, Du Pont have had considerable difficulty with the German consular service, and in their behalf we have had to appeal to New York to straighten out the difficulty. We have found that it is necessary to have the Germain documents, which were signed in Wilmington, legalized by the German consul in Baltimore, and the French documents legalized by the French consul in Philadelphia. This has resulted in a delay of several days, but we expect to be able to mail these to you within a day or two.

Perhaps it would be a good idea, in order to insure against failure of Du Pont to return duplicate copies, for you to send three copies of each document. Thereby Du Pont could retain one copy and return two to us.

The certified copies requested in your letter have been ordered from the U. S. Patent Office, and when these arrive, they will be handled in accordance with the wishes expressed in your letter of May 10th, 1938.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

Encs.

P. S.—While typing the above, we received the French and German Patent Declarations, duly legalized, and we are enclosing the same herewith.

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Exhibit 902

July 22, 1938

Dr. G. Jebsen  
c/o Titan Company, Inc.  
26 rue de la Pepiniere  
Paris — 8e — France

Dear Dr. Jebsen:—

This will advise you that assignment documents as listed below have been prepared and executed and are ready for recording in the United States Patent Office:

*Case T. 112* : U. S. Patent No. 2,111,460, Assignment National Lead Company to Titan Company, Inc.

*Case T. 115* : Serial No. 11,164, Assignment National Lead Company to Titan Company, Inc.

*Case T. 115B* : Serial No. 142,918, Assignment National Lead Company to Titan Company, Inc.

*Case T. 115C* : Serial No. 142,928, Assignment National Lead Company to Titan Company, Inc.

*Case T. 136* : Serial No. 88,851, Assignment National Lead Company to Titan Company, Inc.

*Case T. 165* : Serial No. 155,040, Assignment by Inventors—R. W. Ancrum and A. G. Gopegaard to British Titan Products Company, Ltd.

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*Exhibit 902*

As soon as I have word from you that the arrangement with Du Pont has been approved by British Titan Products Co., Ltd., and the Titangesellschaft, and more particularly approval of B. T. P. to the cross-license agreement under which Du Pont is given rights in the above listed cases, the assignment documents will be recorded in the U. S. Patent Office. In this connection, I may point out that the final fee in case T. 136, Serial 88,851, is due by August 26th next. If it would be possible to record the assignment for this application before that date or shortly thereafter—say about a week—the patent can issue showing on its face that Titan Company is the assignor.

Yours very truly,

CFK/rd

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Exhibit 903

COPY

CONFIDENTIAL

August 3, 1938

Dr. G. Jebsen  
c/o Titan Company, Inc.  
26 ru de la Pepiniere  
Paris — 8e — France

Dear Dr. Jebsen:

This morning I received a telephone call from Mr. J. P. Hancock, Mr. Rupprecht's patent attorney. Mr. Hancock told me he had been in conference with Mr. Rupprecht concerning the grant of rights to Titan Co., Inc. and its European associates under foreign applications corresponding to U. S. applications serials No. 166,564 (Case DK 33), No. 166,843 (Case DK 34) and No. 172,378 (Case DK 35). Upon conclusion of this conversation, I cabled you as follows:

"RE YOUR LETTER JULY FIFTH DK CASES 33 — 34 — 35 DUPONT SUGGESTS CROSS LICENSE AGREEMENT INCLUDING OUR CASES T 187 AND 169 BUT PREFER TO DELAY EXECUTION FOREIGN APPLICATION PAPERS PENDING RECEIPT OF WORD OF APPROVAL BY TITAN INC'S ASSOCIATES OF CROSS LICENSE AGREEMENTS NOW IN POSSESSION DR. JEBSEN LETTER TO DR. JEBSEN FOLLOWS"

In Mr. Anderson's letter to me of July 5, 1938, Titan Company, Inc. requested rights for Japan in Case DK 33 in Great Britain and Japan under DK 34 and in Great Britain, France, Germany, Holland and Japan in DK 35. Mr. Anderson sent the papers for execution by Du Pont



to facilitate the filing of these applications. I transmitted these papers to Du Pont on July 19th, 1938.

Mr. Hancock informed me that Mr. Rupprecht's attitude was the following: Mr. Rupprecht is quite willing that Titan Company, Inc. should have rights according to their request and is willing to have the applications filed in the respective countries. He desires that these rights be made part of a cross-license arrangement in which Du Pont will receive rights under the pending U. S. applications in Cases T. 169 and T. 187. (Case T. 169 is an I. G. case; T. 187 is the "RUTIOX" process patent—a Titangesellschaft case). Before going ahead with this proposed cross-licensing arrangement Mr. Rupprecht desires to await word from you concerning the attitude of Titan Company, Inc.'s associates with respect to the two cross-licensing agreements you took back to Europe with you. If these are approved by Titan Company, Inc.'s European associates, then Mr. Rupprecht feels he will be in a position to go ahead with the cross-licensing arrangement covering cases DK 33, 34, and 35 and cases T. 169 and T. 187.

Mr. Hancock informed me that the Krebs people regard these cases as important patent applications.

The convention year for DK 33 expires September 30th, 1938; for case DK 34, October 2nd, 1938 and for case DK 35, November 2nd, 1938. In order that the papers in case DK 33 reach Japan before the convention term expires they should be mailed from my office on September 2nd. This letter should reach Paris by August 12th and I am confident that if a reply is received by August 29th, assuming that no reply has been received to my cable, I shall be able to start the papers on their way to Japan on September 2nd.

Yours very truly,

CFK:JL

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**Exhibit 904**

Letterhead of

TITAN COMPANY, INC.

SA/LA

Paris, 24. August 1938

Mr. C. F. Kaegebehn  
National Lead Company  
Patent Department  
111 Broadway,  
NEW YORK, N. Y.

Dear Mr. Kaegebehn,

*Pending U. S. Applications of E. I. Du Pont de  
Nemours & Co.*

I thank you for your letters of 22nd July and 3rd and 5th August addressed to Dr. Jebsen.

From your letter of 22nd July I note that if the assignment to Titan Company Inc. in case T. 136 U. S. Ser. 88.851 is recorded by the 26th inst, or about a week later, the patent can issue showing on its face that Titan Company Inc. is the assignee. I think this assignment might well be recorded without delay, and would ask you kindly to do so, if you are in agreement. I cabled you today as follows:

**"YOUR LETTERS 22 JULY 3 AND 5 AUGUST  
SUGGEST YOU RECORD ASSIGNMENT  
T 136 ENABLING TITAN INC. APPEAR AS  
ASSIGNEE ON PATENT SPECIFICATION"**

With regard to the other "T" cases referred to in your letter of 22nd July, I understand that there is no urgency in recording the assignments.

*Exhibit 904*

As particularly regards case T. 165 U. S. Ser. 155.040, Titan Company Inc. is, as mentioned in our letter of 8 July 1937, the owner of this application, and we can have it formally transferred from British Titan Products Co. Ltd. to Titan Company Inc., whenever we so wish. It seems to me that it would be an advantage to have such formal transfer effected so that Titan Company Inc. appear as the owner on the patent specification which may issue—particularly in view of the case forming part of a cross-licensing agreement between Titan Company Inc. and Du Pont.

Please let me have your opinion on this question. If you agree that it is advisable to record an assignment to Titan Company Inc., I should be greatly obliged to you if you would send me form for such document.

Your above mentioned letters arrived after Dr. Jebesen's departure, and they will be brought to his attention when he returns here in the beginning of September.

Yours truly,

SIGURD ANDERSEN

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## Exhibit 905

August 31, 1938

Dr. G. Jebsen  
For Mr. Andreas Ravnstad  
c/o Titan Company, Inc.  
26 rue de la Pépinière  
Paris—VIIIe—France

Gentlemen:

Further to our letter of July 22nd, we wish to inform you that the assignment documents as listed below have been duly recorded in the United States Patent Office:

| <i>Case</i> | <i>U. S. Patent No.</i> | <i>U. S. Patent Assignment</i>                      |
|-------------|-------------------------|---|
| T. 112      | No. 2,111,460           | National Lead Co. to Titan Co., Inc.                |
| T. 115      | No. 11,164              | National Lead Co. to Titan Co., Inc.                |
| T. 115-B    | No. 142,918             | National Lead Co. to Titan Co., Inc.                |
| T. 115-C    | No. 142,928             | National Lead Co. to Titan Co., Inc.                |
| T. 136      | No. 88,851              | National Lead Co. to Titan Co., Inc.                |
| T. 168      | No. 155,040             | R. W. Ancrum et al to British Titan Prod. Co., Ltd. |

We are enclosing herewith for your files conformed copies of these assignments. We also wish to acknowledge receipt of your cable of August 24th, reading as follows:

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*Exhibit 905*

"YOUR LETTERS 22 JULY 3 AND 5 AUGUST  
SUGGEST YOU RECORD ASSIGNMENT  
T 136 ENABLING TITANINC APPEAR AS  
ASSIGNEE ON PATENT SPECIFICATION"

In accordance with the instructions of this cable we wish  
to inform you that the assignment in case T. 136 has been  
recorded in time to enable the patent to issue with Titan  
Company, Inc. as the assignee.

Yours very truly,

NATIONAL LEAD COMPANY

JBH:JL

Encs.

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Exhibit 906

Dr. G. Jebsen  
c/o Titan Company, Inc.  
26 rue de la Pépinière  
Paris—8e—France

September 7, 1938

Attention: Mr. S. Andersen

Re: Pending U.S. Applications of  
E. I. Du Pont de Nemours & Co.

Gentlemen:—

Your letter of August 24th in the above matter has been received.

As you were advised in our letter of August 29th, cases T. 112; T. 115, T. 115-B, T. 115-C and T. 136 have already been assigned to Titan Company, and the respective assignments have been recorded in the United States Patent office.

With respect to the transfer of case T. 165 to Titan Company we may comment as follows: In the cross-licensing agreement under which Du Pont receives from Titan Company a non-exclusive license in this case Titan Company represents itself as possessing the right to grant such licenses. Du Pont accepts the word of Titan Company that Titan Company, in fact, has this right. Therefore, from point of view of Du Pont's position there is no necessity for transferring the case to Titan Company. From the point of view of the legality of the instrument itself, we believe that its provisions would be regarded by the United States courts as perfectly legal and sustainable. There is, as far as we can see, only one reason which militates in favor of transferring the case to Titan Company: Should, as a result of a Government investigation, or for some other rea-



*Exhibit 906*

son, this license agreement come to scrutiny, the question may arise as to how Titan Company derived its right from Titan Inc. to grant Du Pont a non-exclusive license? The answer to this question would of necessity have to be a revelation of the arrangement between British Titan Products and Titan Company Inc. If the case was assigned to Titan Company this question may be avoided. However, the record of the United States Patent Office would show the transfer of title from the inventors to British Titan Products and from that company to Titan Company Inc. We, therefore, doubt the advisability of transferring this particular case to Titan Company.

We have recommended that a continuation case under P. 165 be filed in the United States, and it may be advisable, if this recommendation be followed, to assign the new case directly from the inventors to Titan Company, Inc. As a matter of general policy it probably would be advisable to assign cases originating both with Titangesellschaft and British Titan Products directly to Titan Company, Inc. if this could be arranged.

Yours very truly,

NATIONAL LEAD COMPANY

CFK/rd

**Exhibit 907**

CONFERENCE OF MAY 9th, 1939 WITH  
MR. RUPPRECHT AND MR. HANCOCK  
(E. I. Du Pont De Nemours and Co.)

Mr. Rupprecht is pleased with the development of the present cooperation, and only hopes that the execution of license agreements can be expedited.

Regarding the attached lists, Mr. Rupprecht suggests license agreements including Group I of Du Pont and Group I of Titan Co., Inc., and to hold Group II—Titan Co., Inc. for future exchange—inquire whether I. G. Farbenindustrie will grant licenses to Du Pont under these issued patents.

Mr. Rupprecht desires me to describe interference practices in the United States and to point out that the possibility for interference between Du Pont applications and those of our group exist and are normal occurrences.

C. F. Kaegebehn  
Patent Department  
May 10th, 1939

## Exhibit 907

## PROPOSED LICENSE EXCHANGE

McKinney Case 884-K, to be filed in Great Britain, France, Germany, Holland and Japan, Aluminate Dispersed  $\text{TiO}_2$  Pigments.

Whitten Case 876-K, to be filed in Great Britain and Japan,  $\text{TiO}_2$  of Improved Color. (Covers processing of  $\text{TiO}_2$ -digested precipitated  $\text{TiO}_2$  in the presence of sulfuric acid at particular concentrations to remove color-imparting impurities.)

Sullivan Case 882-K, to be filed in Japan, Process of Slaking Lime. Calcium sulfate process.

Sullivan Case 873-K, to be filed in France, Italy, Holland, Belgium and Japan. (Production of anhydrite by preparing a primary seed suspension through addition of hydrated lime to sulfuric acid of particular strength.)

Hager Case 893-K, to be filed in France, Germany and Japan, Treatment of Calcined  $\text{TiO}_2$  Pigment with Trivalent Titanium Compounds.

McCleary Case 738-K, to be filed in France, Purification and Use of Waste Sulfuric Acid.

Schwartz Case K-885-A, to be filed in France, Germany and Japan, Treatment of Pigments with Glycolates.

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*Exhibit 907*

Sullivan Case 885-K, to be filed in France and Germany, Process of Inhibiting Hydratation of Calcium Sulfate.

Hanahan & Prince  
Case 894-K, to be filed in France, Double Milling  $\text{TiO}_2$  Pigment.

McKinney Case 898-K, to be filed in Great Britain, France, Germany and Japan, Aluminum Sulfate Coagulation of Titanium Pigments.

Eckels Case 899-K, to be filed in Japan,  $\text{CO}_2$  Coagulation of  $\text{TiO}_2$  Suspensions.

Booge Case 905-K, to be filed in Japan, Preparation of Titanium Concentrates.

Sullivan Case 892-K, to be filed in Germany and Japan, Treatment of White Pigments with Naphthenic Acids and Naphthenates.

## Exhibit 907

## TITAN, INC. APPLICATIONS

(1) T. C. 187, Ser. No. 204,838, filed April 28, 1938, relates to the production of "Rutiox", i.e., a rutile seeding process in which chloride seeds are added to titanium sulfate.

(2) T. C. 227, Ser. No. 238,358, filed November 2, 1938, Tillman, Raspe and Heinen, related to above "Rutiox" case.

(3) T. C. 169, Ser. No. 136,806, filed April 14, 1938, involves production of mixed crystals of rutile and tin oxide, the tin oxide being in substantial amounts, up to 15%.

(4) T. C. 208, Ser. No. 228,326, filed September 3, 1938, involves a method for dispersing titanium oxide pigments.

(5) T. C. 232, Ser. No. 247,843, filed December 27, 1938, Chromium Naphthenate Treatment of  $\text{TiO}_2$ .

## TITAN CO. PATENTS

| No.       | Issued  | Subject  |
|-----------|---------|--|
| 1,539,996 | 6- 2-25 | $\text{TiO}_2$ & $(\text{NH}_4)_2\text{SO}_4$ from TiN by autoclaying with $\text{H}_2\text{SO}_4$ . |
| 1,919,425 | 7-25-33 | Dilution during sulphate attack of ilmenite.   |
| 2,055,221 | 9-22-36 | Initiation of hydrolysis of Ti sulfate solutions.  |

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Exhibit 907

## I. G. PATENTS

| No.       | Issued   | Subject   |
|-----------|----------|---|
| 1,850,153 | 3-15-32  | Production of concentrated titanium sulfate solutions.                                |
| 1,850,154 | 3-15-32  | Production of solid titanic sulfate.  |
| 1,850,286 | 3-22-32  | TiO <sub>2</sub> from TiCl <sub>4</sub> by passage through a gas flame.               |
| 1,891,911 | 12-27-32 | Fe removal by autoclaving ore & 20% H <sub>2</sub> SO <sub>4</sub> containing Ti ***. |
| 1,941,285 | 12-26-33 | Double sulfate of Ti and an alkali metal.   |
| 1,995,580 | 3-26-35  | Conversion of anatase to rutile in presence of SnO <sub>2</sub> or MnO <sub>2</sub> . |
| 2,091,799 | 8-31-37  | Hydrolysis of Ti solutions in presence of slowly soluble salts.                       |
| 2,122,180 | 6-28-38  | Synthetic Spinel containing from 0.9% to 2.0 ZnO:1 TiO <sub>2</sub> .                 |



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Exhibit 908

CFK/AB

Paris, June 7th, 1939.

Dr. G. Jebsen  
For Mr. S. Andersen  
c/o Titan Co., Inc.  
26, Rue de la Pépinière  
Paris—VIIe—France

*Re: Future Du Pont Licence Agreement.*

Gentlemen:

This will confirm that during the course of our conversations concerning future Licence Agreements with Du Pont, I handed you a list setting forth Du Pont cases which licences have been requested and applications are being filed through Titan Company and which are not covered by any licence. The list further set forth U. S. applications now pending for which, as yet no formal licences have been given Du Pont. In addition, three Titan case patents under which Du Pont has received no formal licence, are enumerated together with a list of some I. G. Patents under which Du Pont is not licensed.

It is Mr. Rupprecht's suggestion that the next Licence Agreement embody an exchange of rights in Du Pont applications set forth in the list with those Titan applications and patents.

He further suggests that the eight I. G. patents be held in reserve for the Licence Agreement which will come after the next one.

Yours very truly,

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Exhibit 909

Letterhead of

E. I. DU PONT DE NEMOURS & COMPANY

Legal Department  
Patent Division

September 6, 1939

MR. JOHN P. HANCOCK—

RE: *Proposed Titan Agreement*

I am noting below a few points for your consideration. Several of these points were previously noted in my letter of May 25, 1938, but so much time has elapsed, it seems advisable to repeat them here.

Article 1, page 8, second paragraph. Is it the intention that purchasers from Titan may export to the United States?

Article 2. Is it intended that purchasers from du Pont may export for use in countries where Titan is exclusively licensed?

In connection with the above two points, it may be noted that Article 8 does not clearly give the answer, since it applies to all applications and patents identified in the agreement.

Article 3, line 4. I suggest that the word "controlled" be eliminated as implying an intention to distinguish from the subsidiaries referred to in the preceding paragraph.

Article 5. Would it not be an improvement to state positively that Titan may not grant royalty-free licenses except as prescribed in Article 4? Would it not be to our advantage to specify a minimum royalty rate, since otherwise they will be in a position to grant licenses at a nominal

*Exhibit 909*

royalty, and thus defeat the apparent intent of Article 4? Are not reports to be required?

Article 6. Is not the provision that Titan will not permit abandonment, if read literally, contrary to the intention of the parties as expressed in subsequent provisions?

Should we not provide for release from past infringement, since we agree not to contest the issued patents of Titan?

Who is to determine what du Pont applications will be filed and where? Who is to file and prosecute? Are we impliedly obligated to file and prosecute all the foreign applications referred to?

LEE R. GRABILL, JR.

LRG:S

## Exhibit 910

Letterhead of  
TITAN COMPANY, INC.

SA/EC  
National Lead Co.,  
Patent Dept.,  
111 Broadway,  
New York, N. Y.

Fredrikstað, Sept. 18th 1939.

*Aft.: Mr. C. F. Kaegebehn*

Dear Sirs,

*Future Du Pont Cross License Agreement*

We beg to refer to your letter of the 7th of June with enclosed proposal for our next cross license agreement with Du Pont.

As to the cases included on our side, we would call your attention to the fact that U. S. application Ser. No. 136,806 (Case T 169) according to our records has been abandoned. If we are correct in this, and you find that it should be replaced by another case, please inform us of which case you propose to include of T 169 before preparing the draft agreement. We believe, however, that the simplest would be not to replace T 169 by an further T case if this is acceptable to Du Pont.—

With regard to case T 227, we do not as yet know whether the Titangesellschaft wishes to retain ownership to the case and give us an exclusive license or whether they are willing to assign the case to us, but we expect to receive information regarding their decision in the nearest future. This would not, as far as we can see, effect the form of cross license agreement, but we think that the agreement

*Exhibit 910*

should not be executed before we have a confirmation from Titangesellschaft ~~to~~ our rights to the case.

As to the other cases included, we have no remarks to make and are in agreement with the proposal.

As to the form of the cross license agreement, we take it that the alterations agreed upon with Du Pont, according to Mr. Kaagebehn's letter to Mr. Andersen of 9th August 1939, will be embodied in it.

We should be obliged if you would let us have 2 copies of the draft cross license agreement—in addition to the copies intended for execution.

Looking forward to your communication, we are,

Yours very truly,

SIGURD ANDERSEN

## Exhibit 911

August 9th, 1939

Mr. S. Andersen  
c/o Titan Co., Inc.  
26, Rue de la Pépinière  
Paris—VIIIe—France

Dear Mr. Andersen:—

On August 4th I had a discussion with the Du Pont people concerning the various points which we considered in Paris. The following information will be of interest to you:

1.) Du Pont has no interest in controlling the filing or prosecution of the foreign applications originating from their inventions. They are perfectly willing that Titan Co., Inc. should file and prosecute the foreign applications in any way Titan Co., Inc. sees fit. Therefore, should you desire, you are at liberty to permit Titangesellschaft to file and to prosecute the Du Pont applications through Dr. Redies' department.

2.) Du Pont will be glad to furnish any technical information, as well as their evaluation as to the importance of the case upon a specific request relative to a specific case. Therefore, in the future when any questions arise in your mind, or in the minds of Titan Co., Inc.'s associates with respect to any Du Pont case, if you will communicate these questions to me, I shall be able to obtain answers to these questions for you.

3.) In the future, the charges incurred by Du Pont for legalizations, notarial acknowledgments, etc. will be billed



*Exhibit 911*

you in such manner that the cost per case will be shown for each country.

4.) Du Pont agrees to the insertion, Article 6, third line from the bottom, after "such" of the expression: *applications for Letters Patent or.*

5.) The meaning of "controlled subsidiaries", as I explained to you, is to denote companies in which Du Pont controls over 50 percent of the voting shares. There is a standard phrase which Du Pont uses in its contracts and which defines "controlled subsidiaries", and this phrase will be embodied in the next draft of contract to be sent you.

6.) Du Pont has no objection to Titan Co., Inc.'s revising the specifications in order to better meet the requirements for filing in individual foreign countries. Thus, they have no objections to cutting out unnecessary descriptive matter which serves only to teach the skill of the art to your competitors. However, they do not feel it possible to alter their manner of drafting United States specifications, since this manner is based upon what their attorney advises is the best method of presenting the case to the United States Patent Office.

7.) Without officially requesting Du Pont to do so, I canvassed the opinion of their legal people concerning whether or not it would be possible to revise Article 10 to give Titan Co., Inc., per se, the right to sue infringers while limiting Du Pont's right to sue upon obtaining Titan Co., Inc.'s consent. The opinion is that Du Pont could not consent to this. It was explained that Du Pont has many subsidiaries, associates and friends in foreign countries,

Exhibit 911

and they should not like to give Titan Co., Inc. a right to sue which could be exercised by Titan Co., Inc. perhaps against one of their friends without being in a position to act as mediators. By making Titan Co., Inc.'s right to sue dependent upon obtaining Du Pont's consent, Du Pont feels itself protecting its associates, subsidiaries and friends. It was explained to me that a similar situation exists in the United States where, for instance, one department of Du Pont will have friendly relations with a certain American company, whereas another department will not. Consequently, no department is permitted to enter contracts or bring about suits, etc. without the consent of all departments.

8.) I told Du Pont that Titan Co., Inc. did not fore-see any objection to Mr. Rupperecht's suggestion as to cross-licensing in accordance with the list I handed you with my letter of June 7th, although as yet official confirmation of this has not been received by me. Accordingly, in order to save time, I am consulting with Mr. Hancock to prepare a draft of a cross-licensing agreement which, when completed, will be forwarded to you for consideration.

Yours very truly,

CFK:JL

**Exhibit 912**

Copy to: Mr. C. H. Rupprecht  
Krebs—Nemours Building

October 25, 1939.

Charles F. Kaegebehn, Esq.,  
Titan Company, Inc.,  
111 Broadway,  
New York City.

Dear Mr. Kaegebehn:

Re Proposed DuPont-Titan  
Agreement

I am forwarding herewith duplicate originals together with extra copy of the above license agreement. Please note that although the proposed agreement has been approved as to form by our Legal Department, we have yet to procure the approval of the Company's Executive Committee before due execution on our part can be had. We have deferred obtaining this latter approval, pending formal approval or execution of the agreement by Titan.

As I already informed you, certain changes have been made in the present agreement which effect a slight variance from the former contract. However, all of these changes appear to be minor in character, are completely reciprocal, and I believe, in strict accordance with the intent of the parties. These changes, in particular, are:

- 1) The granting clauses (Articles 1 and 2) have been modified to specify that the rights of use granted purchasers from either DuPont or Titan shall be restricted to "within the licensed territory" involved in such grant.

*Exhibit 912*

2) Certain of the involved DuPont applications, i.e. those set out at the top of page 8 of the agreement, make disclosure that their titanium oxide pigments and/or extenders may be used in the manufacture of particular coating compositions or are useful in ceramic production. Since any grant on the part of Krebs outside the field of titanium compounds useful as pigments presents possible conflict with contractual obligations of other departments of the Company, it has been necessary to restrict the rights which are granted Titan under these applications to the use of the involved inventions in the manufacture and sale of titanium compounds which can be used as pigments. This change appears to be in complete accord with the prior agreement in so far as said agreement affected extender inventions. You indicated that this, as well as the preceding change, was acceptable to you.

3) In Article 3, the word "controlled" preceding "subsidiaries" has been deleted. Its elimination in nowise affects the agreement, since Article 12 (added at your own request) sets forth that a subsidiary of either party, as that term is used in the agreement, is defined as a company which owns more than 50% of the subsidiary's stock entitled to vote for directors.

4) To avoid possible confusion between the language of Articles 4 and 5, Article 5 has been modified to provide that Titan shall have the right "provided DuPont consents" to grant sub-licenses for a stated royalty, etc.

5) Article 6 of the accompanying agreement (corresponding to Article 6 of the preceding April 21, 1939 agreement) has been modified to provide that in the event Titan shall desire to abandon any applications or letters patent, it will first notify DuPont. This at your request.

*Exhibit 912*

6) Article 7 of the instant agreement corresponds to Article 7 of the prior agreement, except that in lieu of Titan and DuPont acknowledging validity of issued letters patent as well as those subsequently arising pursuant to pending applications, the companies merely acknowledge the validity of patents which have already issued. In view of the fact that an implied acknowledgment of validity arises by reason of the license, this change appears to be of minor character. In addition, the Article differs from the like article of the previous agreement in that a provision is now present that each party releases the other from liability for past infringements of such letters patent. You indicated that this latter change was acceptable to you.

In all other respects the proposed agreement conforms to the former instrument. I trust that the agreement is in a form acceptable to Titan Inc.

Very truly yours;

E. I. DU PONT DE NEMOURS & Co.

By JOHN P. HANCOCK

John P. Hancock

JPH:SJB

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**Exhibit 913**

Blind cc: C. H. Rupperecht, Esq.  
Krebs—Nemours Bldg.

January 24, 1940

Charles F. Kaegebehn, Esq.  
c/o Titan Company, Inc.  
111 Broadway  
New York City

PATENT DEPT.

Dear Mr. Kaegebehn:

Re: Proposed du Pont-Titan  
Agreement

Attached hereto find duplicate originals, with one extra copy, of license agreement, involving seven du Pont applications for letters patent, three Titan, Inc. applications, and one patent. Although the agreement has been approved as to form by our Legal Department, procurance of Executive Committee approval is yet to be had by us before we can execute. We have deferred obtaining final approval pending submission for approval or execution by Titan.

The provisions of the instant agreement are the same as those of the pending non-executed agreement submitted you with my letter of October 25, 1939. Two relatively minor changes have been effected, both of which are more or less informal in character. These are as follows:

(1) The granting clause, page 3, now sets out that the exclusive right granted Titan is "in the following countries and under the following foreign applications for letters patent."



*Exhibit 913*

(2) Clause 6, deemed somewhat indefinite by our Legal Department, has been modified, whereby it now provides that Titan will not permit abandonment of an application or patent without first promptly notifying du Pont of its intention to so abandon, and within ample time to permit us to take over prosecution or maintenance, should we so desire.

Your attention is also directed to the proviso of Clause 2 that in respect to the applications of Heckert 689-K, Booge 888-K, Geddes 912-K and Schaumann 915-K, the rights granted to Titan are restricted to the use of the inventions involved in such applications, in the manufacture and sale of titanium compounds which can be used as pigments. The disclosures of these cases were broad enough to include various uses of the titanium oxide pigment or were directed to an extender per se. In order to avoid any possible conflict with prior commitments, it has been necessary to introduce the proviso mentioned. Since this procedure has been adopted in prior instances where cases of this character have arisen, we assume that the proviso is entirely acceptable to you.

Trusting that the agreement is acceptable to your people, I am

Very truly yours,

E. I. DU PONT DE NEMOURS & Co.

By

JOHN P. MANCOCK

JPH:II

Enc

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**Exhibit 914**

C O P Y

Letterhead of

TITAN COMPANY, INC.

SA/LRA

Fredrikstad, February 13th 1940.

National Lead Company,  
Patent Department,  
111 Broadway,  
New York

Attention: Mr. C. K. Kaegebehn

Dear Sirs,

Re: PROPOSED DU PONT TITAN COMPANY INC. CROSS  
LICENCE AGREEMENT

With our letter of the 12th inst. we have sent you cross licence agreement, signed by Dr. Jebsen, and have called your attention to the points on which this agreement differs from the draft sent us, with your letter of the 31st October 1939. In the following are some comments replying to the comments by Mr. Hancock and yourselves in your letter of the 31st October 1939—as far as they have not been handled in our letter of the 12th inst.

- /1/ See comments last part of our letter of February 12th.
- /2/ See comments page 2 under "article 1" in our letter of the 12th inst.
- /3/ We agree that the alteration /cancellation of the word "controlled" before "subsidiaries" appears to be

*Exhibit 914*

acceptable in view of the inclusion of the new section 12 in the agreement.

The reservation regarding I.C.I.'s rights in section 3 refers to "The United Kingdom of Great Britain, Ireland and The Isle of Man"

We are wondering whether this is meant to cover Eire /the Irish Free State/ or not. If not, the commonly used definition of the United Kingdom is "The United Kingdom of Great Britain, Northern Ireland and the Isle of Man". In this connection you are certainly aware that a British patent covers The United Kingdom as above defined, i.e. it does not cover Eire, which has its own Patent Office.

We have not made any alteration regarding this in the present agreement, but we think that the point should be cleared up and necessary correction made in future agreements.

4/ We are in agreement with this alteration.

5/ The desirability of an inclusion of a reference to applications in this section was discussed with Mr. Kaeghebehn this summer and we are pleased to note that Du Pont has accepted such inclusion.

Section 7, as it now reads, frees the parties from obligation put on them in previous cross license agreements not to contest the validity of the patents which may be granted upon the applications involved. It will thus be open to the parties to contest the validity of patents resulting from the applications at any time during their lives /excepting the implication involved by the license in force—as mentioned in your letter/.

p.t.o.

*Exhibit 914*

There might be a possibility of this alteration in section 7 becoming of practical interest in connection with patents resulting from applications included in the agreement and under which licenses have been given for only a part of their scope according to the penultimate paragraphs in article I and II. It seems to us that the acknowledgement of validity implied by the license, as mentioned by you, cannot exist for such subject matter of a patent under which no license is given, and that accordingly it should be free to the licensee to contest the validity of the patent as far as such subject matter is concerned. It may be that the possibility of this point becoming of importance is rather remote, and we can foresee complications for inst. in the event of an attack on the not licensed subject matter of the patent involving the probability of the entire patent being revoked. This alteration in Section 7, might also be of interest if an interference, provoked by one of the parties against patents resulting from applications included in the agreement, is considered as a contest of validity. We understand, however, from a recent incident /interference between U.S. Patent No. 2,161,755—Case T-165 and Du Pont's Application Ser. No. 262,695/ that Du Pont is not of the opinion that an interference is a "contest of validity" and that the question is not clear.—

We will not propose any amendment to the present agreement on account of the above, but would not have omitted to call these possibilities to your attention in view of your remark.

As to the reciprocal release from liability for past infringement, we have no objection to inserting this clause.

3133

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*Exhibit 914*

in the present agreement. For the sake of order we would—in view of the 3rd line on page 3 of your letter—mention that the clause relates only to patents and does not include applications, as mentioned by you. It seems to us that the clause will consequently not cover patents resulting from applications specified in the agreement.

We would be glad to receive any comments you might wish to make to the above.

Yours very truly,

Sign.: Sigurd Andersen

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Exhibit 915

COPY

Letterhead of  
TITAN COMPANY, INC.

Address for Correspondence:  
111 Broadway, New York

December 12, 1940

Mr. C. J. Stopford  
British Titan Products Company Limited  
Burlington House, Yarm Road  
Eaglescliffe  
Stockton-on-Tees  
England

Dear Mr. Stopford:

*Re: DK 42—British Patent 525,472*

Many thanks for your letter of November 15, 1940.  
• The proposal for an arrangement with N.T.P. as suggested in their internal memo. of November 11th, seems a good solution. (We assume that the expression "Exchange Patent" does mean a mutual cross-licensing under the two patents in question.) We will take up the matter with duPont and do not expect any difficulty from them.

As to the carrying out of this solution, you will note that the license to N.T.P. will have to be given by Titan Company, Inc. according to the agreements with duPont, and Titan Company, Inc. will need the formal permission from B.T.P., since B.T.P. now has the exclusive license with certain specified limitations.

There is, however, one point which has to be considered and may stand in the way of carrying out the suggestion.



*Exhibit 915*

namely, the conditions of Article 14 of our license agreement, which are conditions of a reciprocal nature embodied in all the agreements with our associated companies, with the exception of the Japanese who can not grant a sub-license except with the permission of their licensors. One of the main reasons for these conditions is as you know to prevent aid in the skill of the art to competitors.

The DK case must not only be looked upon from the point of view of dispersion and coagulation but also with regard to the production of pigments containing aluminum oxide which, as you know, are of special importance. The suggestion to develop pigments of this type was, as you remember, brought forward by one of the associated companies, which has always shown a special interest in this type of pigment.

Under normal circumstances we would seek and, I think, obtain the approval of all the associated companies to the above proposal. We have hesitated to bring the matter before our associates and do not under the present conditions consider ourselves entitled to do so without your approval. In this connection we may mention that we have in view of another license question regarding which we cabled you, discussed here in principle the question of whether, under the present circumstances, we should in principle take actions which in form are contrary to the agreements,—provided we consider that they in reality serve the interests of all,—without asking the approval of our associates even where they can be reached by correspondence. We have come to the conclusion not to do so and not act only on our own judgment for several reasons:

- 1) Consideration for our associates,
- 2) Reluctance to deviate from principles laid down,

## Exhibit 915

- 3) Creation of a precedence of this kind may lead to our associates considering themselves entitled to act in the same way and you will easily realize that we then may have started to slide downhill as regards cooperation.

Please note that we are here considering situations where the associates *can be contacted*. If situations should arise where associates *can not be contacted* and it is a question of arrangements in the interest of all and in the spirit, although contrary to the letter of the agreements, our considerations may have taken a different course.

- We should much regret if the complications as mentioned above should prevent an understanding to be reached in this matter, and this particularly in view of the very interesting information contained in your letter of November 16th regarding the development of the relations between N.T.P. (Laporte) and B.T.P.

Considering the above we suggest one of the following alternatives:

- 1) Granting of a license under the patent Case DK 42 provided Laporte will undertake an obligation not to export beyond B.T.P.'s territory any product manufactured under the license
- 2) Reach an understanding on the basis that you and we will not object to N.T.P. working according to Case DK 42 during the war period, and if after the war we could not get our associates' approval to so license N.T.P. (Laporte), we would undertake to let the patent drop. We assume then that duPont when the time comes would not maintain it for their

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*Exhibit 915*

own account, which in view of their practice hitherto is not likely.

The last alternative may look "extraordinary" at the face of it from a direct practical point of view but there is a considerable reality in it.

Hoping you will be able to follow one of these lines, I am, with kindest regards,

Yours sincerely,

(Signed) G. JEBSEN  
G. Jebsen

VIA AIR MAIL

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Exhibit 916

Letterhead of  
TITAN COMPANY, INC.

SA/LA

Paris, 9 November 1938

National Lead Company  
Patent Department  
111 Broadway  
NEW YORK N.Y.

*Att. Mr. C.F. Kaegebehn*

Dear Sirs,

*Pending U.S. Applications of E.I. Du Pont de Nemours  
& Co. Cases DK 362 to DK 41*

We beg to refer to your letters of the 15th December 1937 and the 15th February 1938 by which you sent us copies of the following pending U.S. applications of E.I. Du Pont de Nemours & Co.:

| <i>U.S. Ser. No.</i> | <i>Inventor</i> | <i>Our Ref.</i> |
|----------------------|-----------------|-----------------|
| 177.739              | Roy W. Sullivan | DK 36           |
| 181.990              | Hagar           | DK 37           |
| 183.127              | McCleary        | DK 38           |
| 183.311              | Schwartz        | DK 39           |
| 183.322              | Sullivan        | DK 40           |
| 187.431              | Schauman        | DK 41           |

We have considered these patent applications and have also obtained the opinion of our associates companies over here, and find that it would be of interest to have licenses in cases and countries as follows:

*Exhibit 916*

DK 36 U.S. Ser. 177,739      England  
   France  
   Holland  
   Belgium  
   Italy  
   Japan

DK 37 U.S. Ser. 181,990—Germany  
   France

DK 38    “    “    183,127—France

DK 39    “    “    183,311—Germany  
   France

DK 40    “    “    183,322—Germany  
   France

I should be obliged to you if you would take up this matter with Du Pont.

For your information we would mention that the licenses in France in cases DK 37, 38, 39 and 40 are found desirable in order to obtain the filing of patent applications for purposes of record.

We would appreciate it greatly if Du Pont, as in the former cases, would execute the necessary documents for filing applications in cases and countries listed above, without awaiting the execution of corresponding License Agreement (s), as this would enable us to file the applications under the Provisions of the International Convention.

We enclose herewith blank forms as follows:

Exhibit 916*Germany for Cases DK 37—39—40*

- 3 Powers of attorney
- 3 Inventors' declaration
- 3 Assignments

*France for Cases DK 36—37—38—39—40*

- 5 Powers of attorney
- 5 Assignments

*Holland for Case DK 36*

- 1 Power of attorney
- 1 Assignment

*Belgium for Case DK 36*

- 1 Power of attorney
- 1 Assignment

*Italy for case DK 36*

- 1 Power of attorney
- 1 Assignment

*Japan for case DK 36*

- 1 Power of attorney with declaration of nationality
- 1 Assignment

We also enclose 2 copies of each of the forms.

You will be aware that the assignments for Germany, France and Italy have to be legalised by the consuls of the respective countries and further that the declaration of nationality in the power of attorney for Japan should be executed before a notary public.

The papers required for the application in England in DK 36 will be sent to you direct by our English agents,



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*Exhibit 916*

Messrs. Boulton, Wade & Tennant, 112 Hatton Garden,  
LONDON E.C.1. with indication as to their execution.

Kindly also order 4 certified copies of U.S. Ser. 177,739  
DK 36. We should appreciate it very much if you would  
forward the papers for Japan, including one of the certified  
copies in case DK 36, direct to our Japanese agents, under  
the following address: Nagashima Law & Patent Office, 6  
Tsukiji 3-chome, Kojimashi-ku TOKYO. Please forward the  
remaining papers and certified copies to us.

Thanking you in anticipation,

We are,

Yours very truly,

FOR TITAN COMPANY INC.  
SIGURD ANDERSEN

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Exhibit 917

January 20th, 1939

Dr. G. Jebsen  
For Mr. Andreas Ravnstad  
c/o Titan Company  
26 rue de la Pepiniere  
Paris—8e—France

RE: Foreign Applications corresponding to Pending U. S.  
applications of Du Pont—DK Cases 36-41

Gentlemen:

In reply to your letter of November 9th and further  
to our letter of December 15th we are pleased to enclose  
herewith three certified copies of U. S. Serial No. 177,739  
(DK 36). We have also sent as per the enclosed letter a  
certified copy of this application as well as U. S. Serial No.  
181,990. (DK 37) and U. S. Serial No. 183,311 (DK 39)  
directly to your Japanese agent.

Yours very truly,

NATIONAL LEAD COMPANY

JBH:RC

encs.

cc: Mr. C. F. Garesché

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**Exhibit 918**

Letterhead of  
**TITAN COMPANY, INC.**

DK 37

DK 39

HE/MS.

Paris, 30 November 1938.

National Lead Company  
Patent Department  
111, Broadway  
New York, N.Y., U.S.A.

*Att. Mr. C. F. Kaegebehn.*

Dear Sirs,

*DK Cases—37 & 39—Pending U.S. Appl. of E.I. Du Pont  
de Nemours.*

Further to our letter of the 9th November 1938 we beg  
to inform you that we are also interested in having licences  
for Japan in the following cases:

DK 37—U.S. Serial No. 181.990

DK 39—U.S. Serial No. 183.311.

We enclose herewith blank forms as follows:

DK 37—Power of attorney with declaration of na-  
tionality.

—Assignment.

DK 39—Power of attorney with declaration of na-  
tionality.

—Assignment.

We also enclose two copies of each of the forms.

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*Exhibit 918*

We should be obliged to you if you would forward the original documents, including one certified copy of each of the U.S. Applications in the above cases, directly to our Japanese agents, under the following address:

Nagashima Law & Patent Office  
6, Tsukiji 3 chome  
Kobashi-ku  
Tokio

Please return one copy of each of the executed papers to us.

As the Convention terms in the above cases expire on the 27. December 1938 and the 4. January 1939 we would ask you to give this matter your prompt attention.

Yours very truly

TITAN COMPANY INC.

SIGURD ANDERSEN

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**Exhibit 919**

December 13, 1938

Mr. J. P. Hancock, Esq.  
Patent Department  
1094 Du Pont Bldg.  
E. I. DuPont de Nemours & Co.  
N.W. Corner 10th & Market Sts.  
Wilmington, Delaware

Re: Foreign Applications in Japan corresponding to U. S. Ser. No. 181,990—your case 893 K, our case DK 37 and U.S. Ser. No. 183,341, your case K 885A, our case DK 39

Dear Mr. Hancock:—

We are enclosing for execution the following documents to permit the filing of applications in Japan corresponding to the above identified U.S. applications:

For your case 893 K—our case DK 37. Power of attorney with declaration of nationality and assignment

For your case K 885A—our case DK 39 Power of attorney with declaration of nationality and assignment.

In each case the certificates of nationality are to be notarized.

We are enclosing also two copies of each of the above forms, one to be retained by you for your files and the other to be executed and returned to us.

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*Exhibit 919*

Inasmuch as the convention terms in the above cases expire on the 27th of December 1938 and 4th of January 1939, we would appreciate it if you would give this matter your prompt attention.

Yours very truly,

NATIONAL LEAD COMPANY

JPH/rd



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**Exhibit 920**

Letterhead of

E. I. DU PONT DE NEMOURS & COMPANY

December 21, 1938

J. B. Henrich, Jr., Esq.  
c/o Titan Company, Inc.  
111 Broadway  
New York City

PATENT DEPT.

Dear Mr. Henrich:

In accordance with the request contained in your letter of December 13th, there are enclosed properly executed and notarized formal papers for filing the following applications in Japan:

893-K—your case DK 37—

Power of attorney with declaration  
of nationality and assignment

K 885-A—your case DK 39—

Power of attorney with declaration  
of nationality and assignment

Very truly yours,

E. I. DU PONT DE NEMOURS & CO.

By

JOHN P. HANCOCK

JPH:H  
Enc.

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Exhibit 921

December 22, 1938

Nagashima Law and Patent Office  
6. Tsukiji—e—chome  
Kiabashi-ku—Tokio  
Japan

Re: DK Cases 37 & 39—Japanese  
appls. corresponding to U.S.  
applications of DU PONT

Gentlemen:

As requested by Titan Company in their letter to us of  
November 30th we are enclosing herewith duly executed  
documents for cases DK 37 and 39 in Japan as follows:—

*Case DK 37—U.S. Serial No. 181,990*

Power of attorney with declaration of nationality  
Assignment

*Case DK 39—U.S. Serial No. 183,311*

Power of attorney with declaration of nationality  
Assignment

We have ordered certified copies of each of the above  
U.S. applications and shall forward them to you as soon as  
we receive them from the Patent Office,

Yours very truly,

NATIONAL LEAD COMPANY

JBH:RC

encs.

cc: Titan Co. Inc.

3149

3163

**Exhibit 922**

December 20th, 1939

Dr. G. Jøbsen  
For Mr. S. Andersen  
c/o Titan Co. A/S  
Fredrikstad, Norway

Re: DK-37—French Pat. Appln.  
No. 439,614—Du Pont

Gentlemen:—

We acknowledge receipt of your letter of December 4th, and note the issuance of the French patent in the above identified case which is numbered 847,987, standing in the name of Du Pont for the term of 20 years from December 24th, 1938.

We shall be pleased to receive copies of this patent when they are available.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

cc. Mr. C. F. Garesché

3164

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**Exhibit 923**

Letterhead of  
**TITAN COMPANY, INC.**

**DK 42-48**  
**HE/MS.**

Paris, 2. February 1939.

National Lead Company  
Patent Department  
111, Broadway  
New York, N.Y., U.S.A.

*Attention Mr. C. F. Kaegebehn.*

Dear Sirs,

*Pending U.S. Applications of E.I. Du Pont de Nemours and  
Company Cases DK 42-48.*

Further to our letter of the 29. December 1938 we beg to inform you that we have now received the opinion of Titan Kogyo re licences in Japan according to which they wish licences in Japan for the cases DK 42, DK 44 and DK 46. We have as yet not been informed of their wishes for the cases DK 47 & DK 48, as well as the Titangesellschaft's opinion re case DK 47, and we shall revert to this question as soon as we have the opinion of these companies.

We enclose herewith blank forms in triplicate for the Powers of Attorney and the Assignments, for Japan in cases DK 42, 44 & 46.

We should be obliged to you if you would take up this matter with Du Pont in the manner suggested in our letter of the 29. December 1938 and have the documents executed as soon as possible enabling us to have the applications filed under the Provision of the International Convention.

3151

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*Exhibit 923*

We would ask you to kindly forward one copy of the executed papers together with a certified copy of each of the U.S. Applications in cases DK 42, 44, and 46 to:

Nagashima Law & Patent Office  
6 Tsukiji 3-Chome  
Kiohashi-ku  
TOKIO

and return one copy of the documents to us. You will be aware that the Powers of Attorney for Japan should be executed before a Notary Public.

Thanking you in anticipation,

Yours very truly

SIGURD ANDERSEN

3166

3152

Exhibit 924

February 14, 1939

Mr. J. P. Hancock  
E. I. du Pont de Nemours & Co.  
Wilmington, Delaware

RE: *Japanese Applications—DK Cases 42,  
.44 & 46—Your Cases 898-K; 899-K  
and 905-K*

Dear Mr. Hancock:

We are enclosing herewith for execution the following documents:—

*Japan—DK 42—Your Case 898-K*  
Power of Attorney  
Assignment

*Japan—DK 44—Your Case 899-K*  
Power of Attorney  
Assignment

*Japan—DK 46—Your Case 905-K*  
Power of Attorney  
Assignment

No legalization of these documents is required. However, the Powers of Attorney, as you know, should be notarized. Inasmuch as we should like to file within the convention year we would appreciate it if you could have these documents executed before the expiration of the respective convention years. These documents are being sent to you in triplicate. Will you please return the original



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*Exhibit 924*

and one copy to us and retain the remaining copy for your files.

We would also be obliged to you if you could give us Powers to Inspect and obtain copies for your cases 899-K, U. S. Ser. No. 198,899 and 905-K, U. S. Ser. No. 200,748

Yours very truly,

NATIONAL LEAD COMPANY

JBH:RC

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**Exhibit 925**

Letterhead of

**E. I. DU PONT DE NEMOURS & COMPANY**

**March 1, 1939**

J. B. Henrich, Jr., Esq.  
c/o Titan Company, Inc.  
111 Broadway  
New York City

*Patent Dept.*

Dear Mr. Henrich:

Ré: Japanese Applications—Our Cases 898-K, 899-K and  
905-K—Your Cases DK 42, 44 and 46

In accordance with your letter of February 14th, there  
are enclosed duly executed Powers of Attorney and Assign-  
ments in the above cases for filing in Japan.

As requested, there are also enclosed Powers to Inspect  
and Obtain Copies in cases 899-K and 905-K.

Very truly yours,

**E. I. DU PONT DE NEMOURS & Co.**

By **JOHN P. HANCOCK**  
**JOHN P. HANCOCK**

**JPH:H**  
Enc.

## Exhibit 926

March 6, 1939

J. P. Hancock, Esq.  
Patent Department  
E. I. DuPont de Nemours & Co.  
1094 DuPont Building  
Wilmington, Delaware

Re: Foreign Applications—DK cases 47-49—Your cases  
834K and 892K

Dear Mr. Hancock:—

We are enclosing herewith for execution the following documents:

Germany—DK 49—Your case 892K

Power of Attorney  
Inventor's Declaration  
Assignment

Japan—DK 47—Your case 834K

Power of Attorney with Declara-  
tion of Nationality  
Assignment

Japan—DK 49—Your case 892K

Power of Attorney with Declara-  
tion of Nationality  
Assignment

As you know, it will be necessary to have the German assignment notarized, attested to by a County Clerk's Certificate and legalized. If you will be good enough to attend

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*Exhibit 926*

to the first two requirements, we shall attend to the legalization. With regard to the documents for Japan, we would appreciate it if you would have the Power of Attorney notarized as indicated.

The above documents are being sent you in triplicate. Will you please return the executed original and one copy to us and retain the remaining copy for your files.

We would also appreciate it if you would give us powers to inspect and obtain copies for these two cases, namely 834K and 892K.

Inasmuch as we should like to file within the convention year, we would appreciate it if you could have these documents executed as soon as conveniently possible.

Yours very truly,

NATIONAL LEAD COMPANY

JBH/rd

Encs.

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**Exhibit 927**

Letterhead of

**E. I. DU PONT DE NEMOURS & COMPANY**

J. B. Henrich, Jr., Esq.

March 15, 1939.

c/o Titan Company, Inc.

111 Broadway

New York City

Dear Mr. Henrich:

Re: Foreign Applications—

Our Cases K-834-C and 892-K—

DK Cases 47-49

In accordance with the request contained in your letter of March 6th, there are enclosed various formal papers which you have submitted, all duly executed.

A County Clerk's certificate has been obtained in Case DK-49. Previously, a County Clerk's certificate was obtained in your case DK-36 (our case 873-K). The latter was forwarded to you a few days ago. In procuring these certificates, I personally advanced \$1.00.

Also enclosed are the Powers to Inspect in Cases K-834-C and 892-K.

In the instance of your case DK-47, it was necessary to rewrite the assignment document for execution, because one inventor is presently located in Philadelphia. The papers originally submitted for execution, as well as the rewritten and executed assignment document, are enclosed.

Very truly yours,

**E. I. DU PONT DE NEMOURS & Co.**

By **JOHN P. HANCOCK**

**John P. Hancock**

JPH:H

Enc.

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Exhibit 928

March 17th, 1939

Mr. J. P. Hancock  
E. I. du Pont de Nemours & Co.  
Wilmington, Delaware

Dear Mr. Hancock:

We wish to acknowledge with thanks receipt of your letter of March 15th with which you enclosed duly executed documents for filing foreign applications for cases K834-C (our Case DK47) in Japan and 892-K (our case DK49) in Germany and Japan.

We also wish to thank you for sending us Powers to inspect in cases K-834-C and 892-K.

We are enclosing herewith check in the amount of \$1.00 for your disbursements in obtaining County Clerk certificates.

Yours very truly,

TITAN CO. INC.

JBH:RC  
enc.



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Exhibit 929

I. G. FARBENINDUSTRIE A.G.

Patent Department

May 9, 1940

Titan Company, Inc.  
c/o Mr. Kaegebehn  
111 Broadway  
New York

Re: DK. 37 (Le No. 2265 P.A.) U.S. Ser. No.  
181,990 of Dec. 27, 1937—Germany No.  
P. 78 425

Gentlemen:

Titan Kogyo has informed us that they are no longer interested in a license in the above identified case. We would appreciate hearing from you whether you wish to maintain the application in Japan.

Yours very truly,

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

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**Exhibit 930**

June 20th, 1940

J. P. Hancock, Esq.  
Patent Division—Legal Dept.  
E. I. DuPont de Nemours & Co.  
Wilmington, Delaware

Re: *DK 37—Your Ref. 893-K U.S. Ser. No. 181,990*

Dear Mr. Hancock:—

We have just been informed that the Japanese application corresponding to the above identified case has met with rejection and that our foreign associates do not wish to maintain the case any further.

Will you please endeavor to obtain the consent of Du Pont to the abandonment of this application. I believe it is included in the Agreement of May 10th, 1940.

Yours very truly,

**TITAN COMPANY, INC.**

CFK:JL

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Exhibit 931

Letterhead of

E. I. DU PONT DE NEMOURS & COMPANY

June 27, 1940

Mr. Charles F. Kaegebehn  
c/o Titan Co., Inc.  
111 Broadway  
New York City

PATENT DEPT.

My dear Mr. Kaegebehn:

Re: *DK-37—Hager Case 893-K (U.S. Ser. No. 181,990)*  
*Treatment of Calcined  $TiO_2$  with Trivalent*  
*Titanium Compounds*

Replying to your letter of June 20th advising that Titan, Inc. desires approval from du Pont to no longer maintain the Japanese application corresponding to the above identified case, in view of rejection thereof met in the Japanese Patent Office.

I have consulted the Krebs Pigments Department regarding Titan's proposal and am advised that du Pont has no objection to the proposed abandonment of said Japanese application. Du Pont in its own behalf does not desire to undertake prosecution or maintenance.

Very truly yours,

E. I. DU PONT DE NEMOURS & CO.

By JOHN P. HANCOCK  
JOHN P. HANCOCK

JPH:H

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Exhibit 932

COPY

TRANSLATION

June 28th, 1940

Titangesellschaft m.b.H.  
z.H.: I. G. Patent Abteilung  
Leverkusen I. G. Werk  
Leverkusen bei Köln  
Germany

*Your Ref.: Gr. 2265 P. A.*

*Re: DK 37 Le. Nr. 2265 P. A.*

*U. S. Ser. No. 181,990 v. 27.12.1937*

*Germany No. P. 78,425*

We are in receipt of your letter of May 9th, 1940 and have noted therefrom that Titan Kogyo is no longer interested in further prosecution of the corresponding Japanese application. We wish to inform you that neither Du Pont nor we are interested in prosecuting it on our own behalfs.

Yours very truly,

TITAN COMPANY, INC.

CEK:JL

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**Exhibit 933**

Letterhead of

**E. I. DU PONT DE NEMOURS & COMPANY**

May 24, 1940

Charles F. Kaegebehn, Esq.  
c/o Titan Co., Inc.  
111 Broadway  
New York City

PATENT DEPT.

Dear Mr. Kaegebehn:

This will reply to your letter of May 14th, advising of the receipt of a cable from Fredrikstad, Norway, informing that Titan, Inc. desires to relinquish certain licenses and obtain consent to abandon certain foreign cases covered by agreements between Titan, Inc. and du Pont.

Immediately upon receipt of your letter, I communicated its contents to the Krebs Department and am now advised that du Pont will have no objection to the proposed action by Titan, Inc. on the cases involved. Specifically, du Pont has no objection to the relinquishment of Titan, Inc.'s licenses in Germany and Czechoslovakia under the Booge Blended Pigments 575-K application (your Case T-200) covered by the agreement dated July 27, 1937. Du Pont also consents to your proposed abandonment in Germany of Cases DK-16, 23, 24, 28, 30, 35, 37, 39, 40, 42 and 49, included, respectively, in the du Pont-Titan agreements dated April 21, 1939 and May 10, 1940. As we understand it, these DK cases correspond to Krebs Cases 754-K, 632, K-834-B, 868, 634, 884, 893, K-885-A, 885, 898 and 892-K.

## Exhibit 933

In addition to the above cases, you may recall that on December 20, 1939 you also advised du Pont that Titan, Inc. had decided on non-maintenance of certain recently issued French patents and requested that we advise you of our approval thereof. In particular these patents and their involved reference numbers are as follows:

| Pat. No. | Your Reference | Our Reference |
|----------|----------------|---------------|
| 847,987  | DK-37          | 893-K         |
| 848,405  | DK-38          | 738-K         |
| 848,406  | DK-39          | K-885-A       |
| 848,407  | DK-40          | 885-K         |
| 850,882  | DK-43          | 894-K         |

These latter cases are included in the concluded du Pont-Titan, Inc. agreement, dated May 10, 1940.

I have taken up with Krebs the question of non-maintenance of these cases and am advised that they have no objection to your proposed action and do not desire to maintain the cases in du Pont's behalf.

Very truly yours,

E. I. DU PONT DE NEMOURS & Co.

By JOHN P. HANCOCK

JOHN P. HANCOCK

JPH:H



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**Exhibit 934**

Letterhead of

**TITAN COMPANY, INC.**

Fredrikstad, Norway,

June 6th, 1940.

HE/HH No. 55.

National Lead Company,  
Patent Department,  
111 Broadway,  
New York City,

*Attention: Mr. Kaegebehn.*

Dear Sirs:—

*Abandonment DK-cases.*

We beg to confirm exchange of cables as follows:

Our cable of May 9th, 1940:

INFORM DUPONT THAT WE WISH RELIN-  
QUISH LICENCES CASE T-200 GERMANY  
AND CZECHOSLOVAKIA INCLUDED AGREE-  
MENT 27 JULY 1937 STOP ENDEAVOUR OB-  
TAIN DUPONTS CONSENT TO ABANDON  
CASES DK 16 23 24 28 30 GERMANY INCLUDED  
AGREEMENT 21 APRIL 1939 AND CASES DK  
35 37 39 40 42 49 GERMANY INCLUDED AGREE-  
MENT ENCLOSED OUR LETTER 12 FEBRU-  
ARY 1940 CABLE FREDRIKSTAD—

Your reply of May 28th, 1940:

RE YOUR CABLE MAY 10 DUPONT CON-  
SENTS RELINQUISH LICENCES T200 GER-  
MANY CZECHOSLOVAKIA AND ABANDON-

MENT DK CASES 16 23 24 28 30 35 37 39 40 42 49  
GERMANY STOP RE YOUR LETTER NO-  
VEMBER 30 1939 DUPONT ALSO CONSENTS  
NONMAINTENANCE FRANCH PATENTS DK  
37 38 39 40 43 STOP LETTER FOLLOWS—

as well as our cable of June 1st, 1940:

OUR LETTER FEBRUARY 19 DK 22 GERMANY  
INCLUDED AGREEMENT 21 APRIL 1939  
CABLE WHETHER DUPONT AGREE TO  
ABANDONMENT STOP YOUR CABLE JUNE 1  
SEND THREE COPIES DUPONT APPLICA-  
TIONS FREDRIKSTAD ONLY AND RESERVE  
THREE COPIES NEWYORK—

to which you replied June 4th, 1940:

DUPONT AGREES ABANDONMENT CASE DK  
22 GERMANY STOP DUPONT ALSO CON-  
SENTS BANDONMENT DK 39 AND DK 49  
JAPAN—

We understand from your cables that you have obtained  
du Ponts consent to the abandonment of the above DK-  
cases, and we beg to express our best thanks for your assist-  
ance in this matter.

We are now looking forward to du Pont's formal  
written consent to these abandonments; and should be very  
much obliged to you if you would send us as usual photostat  
copies of same as soon as possible.

Yours very truly;

? ? ? RAVNESTAD

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Exhibit 935

Letterhead of  
TITAN COMPANY, INC.

ADDRESS FOR CORRESPONDENCE:

Sigurd Andersen  
Stora Nygatan 31  
Stockholm.

Stockholm, the 9th August 1940

Dr. G. Jebsen Esq.  
c/o National Lead Company,  
111 Broadway,  
NEW YORK U.S.A.

Dear Dr. Jebsen,

Proposed Du Pont Titanine Cross License Agreement  
DK-Cases 51, 52, 56, 57, 60 and 61  
T-Cases 43, 207, 240 and 242

I enclose herewith my comments to the draft for the above cross license agreement which was sent us with N.L. Co's letter of January 31, 1940.

I would mention that we wish to abandon three of the Du Pont applications included in this draft, namely, Cases DK 51 and DK 61 Germany and Case DK 61 Japan, the reason being that Titangesellschaft and Titan Kogyo respectively, who asked for these licenses, later on have come to the conclusion that the cases are not of sufficient value to them to uphold their request.

Du Pont have given their consent to the abandonment of DK 61 Japan. As to DK 51 and DK 61 Germany, I enclose copy of my letter to Mr. Kaegbehn of yesterday notifying him of our wish to abandon the cases.

## Exhibit 935

The question whether Du Pont applications re. which we have notified Du Pont regarding our desire to abandon, previous to the execution of the cross license agreement in which they should be included, could be left out of the cross license agreement has been raised previously but, as far as I remember, Du Pont have been reluctant to leave them out, their attitude being that they could not consent to an abandonment before the agreement containing the stipulations re, such abandonment had been executed. They have now made an exception from this in consenting to the abandonment of DK 61 Japan, which is included in the draft cross license agreement now under consideration.

I am mentioning this point for the event that you may wish to take it up with Mr. Kaegebehn and Du Pont. I don't think that it is very important but it would of course be an advantage if effective licenses only be listed in the cross license agreements.

I am enclosing the comments in duplicate so that you, if you so wish, may hand one copy to Mr. Kaegebehn.

As I presume that the draft contract and the correspondence of interest is available to you in Mr. Kaegebehn's office, I am not sending you these papers in view of the considerable airmail postage involved.

For the sake of order I have to-day written Mr. Kaegebehn as per enclosed copy.

Yours sincerely,

SIGURD ANDERSEN

Sigurd Andersen

p.t.o.

*Exhibit 935*Letterhead of  
TITAN COMPANY, INC.

## ADDRESS FOR CORRESPONDENCE:

Sigurd Andersen,  
Stora Nygatan 31  
Stockholm.Enclosure to letter to Dr. G. Jebsen  
From Mr. Sigurd Andersen  
Dated 9th August, 1940.COMMENTS TO  
DRAFT CROSS LICENSE AGREEMENT INC.—D.

sent us with N.L.Co's letter January 31, 1940

DK-Cases 51, 52, 56, 57, 60 and 61

T-Cases 43, 207, 240 and 242

## CLAUSE 1

The first paragraph differs from that of foregoing agreements in that Du Pont has inserted "in the following countries and" after "license".

I see no objection to this alteration.

"/2/ Throughout the United Kingdom of Great Britain, Ireland and the Isle of Man": I propose to insert "Northern" before "Ireland" in order to bring the territory covered by the license in accordance with the territory covered by a British patent.

In addition to the licenses listed under clause 1 of the draft we asked for licenses under Case DK 61/Du Pont's reference 912-K/ in Great Britain and Holland. I presume that these have been left out by an oversight.

*Exhibit 935*

(Applications in DK 61 in these countries, as well as the other applications listed under clause 1 have been filed.) These should accordingly be inserted as follows: under “/2/ Throughout the United Kingdom of Great Britain, Northern Ireland and the Isle of Man”:

“c/ British Application corresponding to US application /912-K/ of John A. Geddes for Improved Titanium Oxide Pigments and Process of Making Same. Serial No. 228,926, filed September 8, 1939.”

and under “/5/ Throughout Holland”:

“b/ Dutch Application corresponding to US application /912-K/ of John A. Geddes for Improved Titanium Oxide Pigments and Process of Making Same, Serial No. 228,926, filed September 8, 1939”.

In line 2 from the bottom of the penultimate paragraph of clause 1, I suggest to alter “manufacture and sale” to “manufacture, use and/or sale” so as to bring the draft in accordance with the previous cross license agreement. According to Mr. Kaegbehn's letter of the 14th of May this year Du Pont has accepted such wording of this passage.

The last paragraph of clause 1 states that purchasers from Titan and/or its sublicensees shall be free to use the products of the licensed inventions “within the licensed territory of this section” i.e. within the countries in which Titan is given licenses in each particular case.

The passage “within the licensed territory of this section” was inserted by Du Pont in the previous cross license agreement and we accepted this alteration with



*Exhibit 935*

the following reservation /our letter to N.L.Co of the 12th of February 1940/:

"We interpret this paragraph as it now reads as meaning that the purchasers are free to use and sell in the countries of Titan Company Inc's territory where we get licenses in each particular case, and in countries where no patents are taken out.

This being so, we are willing to accept the insertion of this passage on the understanding that—in the event of Dupont taking out patents in other countries of our territory than those specified in the agreement in each particular case, we will get licenses under such patents in countries outside Central and South America, and that we will get licenses for use and sale of the products in any countries in Central and South America in which Dupont might take out patents in any of the cases included in the agreement."

I am not as yet informed of Du Pont's comments to this reservation.

*CLAUSE 2*

I suggest to insert our reference numbers /T-numbers/ under the particular applications and patents, as has been done in the previous agreement.

1. US Serial No. 277.870 = Case T. 217
2. US Serial No. 283.986 = Case T. 240
3. US Serial No. 300.004 = Case T. 242
4. Patent No. 1,852,510 = Case T. 43

Of the patents and applications under which Titan grants Du Pont licenses according to clause 2, there are

p.t.o.

*Exhibit 935*

two cases which in addition to titanium compounds, which can be used as pigments, cover other matters, namely, Raspe and Ancrum, US application Serial No. 283.986 /T.240/ covering titanium pigments and printing inks and US patent No. 1.852.510 /T. 43/ Peder Farup covering a process of treating titaniferous materials with acid i.e. a process which may be used in the manufacture of titanium pigments as well as in the manufacture of other titanium compounds.

Following the usual practice, these licenses should be restricted by inserting the following passage at the end of the penultimate paragraph of clause 2:

"Provided, however, that in respect of aforesaid applications of Raspe and Ancrum, Case T240, and aforesaid patent of Farup, Case T.43, the rights granted Du Pont hereunder shall be restricted to the use of the inventions involved in said application T.240 and said patent T.43 in the manufacture, use and/or sale of titanium compounds which can be used as pigments."

*CLAUSE 3*

From the photostate copy of the previous license agreement (of the 10th of May, 1940) I understand that the reservation as to Imperial Chemical Industries Ltd. covers the United Kingdom only and not Eire /the Irish Freestate/. "Northern" should accordingly be inserted before "Ireland" in the last line of clause 3.

*CLAUSE 4*

Kobe should be altered to Tokio in the address of Titan Kogyo, as this is the address of the Company according to the last information I have received.

## Exhibit 935

## CLAUSE 6

Du Pont has proposed an alteration of the wording of the paragraph relating to conditions for Titan's abandonment of Du Pont's patents and applications. I consider the alteration proposed to be an improvement.

Clauses 7 to 13 inclusive are identical\* with the corresponding clauses of the previous cross license agreement.

At the time being I have no further remarks to make in connection with these clauses but it may be of interest to have Mr. Kaegebehn's comments to the questions raised in our letter of February 13th, 1940, in connection with clause 7. Copy of this letter is attached.

\* excepting the alteration of "herein-involved" to "herein-licensed" in Clause 7, line 2,—which seems in order.

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Exhibit 936

August 28th, 1940

J. P. Hancock, Esq.  
Patent Division—Legal Dept.  
E. I. Du Pont de Nemours & Co.  
Wilmington, Delaware

*Re: Your Case 899-K—Our Case DK 44  
Japan*

Dear Mr. Hancock:—

Our foreign associates have just advised us that they do not wish to maintain further the above identified Japanese case.

The license covering this case was included in the Agreement of May 10th, 1940. Will you please advise whether Du Pont wishes to maintain the case on its own behalf, or whether it should be allowed to lapse.

Yours very truly,

TITAN COMPANY, INC.

CFK:JL

Letter No. 86B.

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Exhibit 937

Letterhead of

E. I. DU PONT DE NEMOURS & COMPANY

September 25, 1940

Charles F. Kaegebehn, Esq.  
c/o Titan Co., Inc.  
111 Broadway  
New York City

PATENT DEPT.

Dear Mr. Kaegebehn:

*Re: Eckels Case 899-K*  
*Your Reference DK-44*  
*Japanese Application*

Replying to your letters of August 28th and September 13, 1940, requesting Krebs' consent to the proposed abandonment of the above application in Japan.

This is to advise that Krebs has no objection to the above abandonment.

Very truly yours,

E. I. DU PONT DE NEMOURS  
AND COMPANY,

By JOHN P. HANCOCK  
John P. Hancock

H.

Letter No. 86C

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Exhibit 938

October 1, 1940

*Air Mail*

Mr. Andreas Ravnestad  
Titan Company A/S  
Fredrikstad, Norway

Dear Mr. Ravnestad:

Upon receipt of your cable of August 28th, reading as follows:

"WISH ABANDON DK44 JAPAN INCLUDED  
LICENCE AGREEMENT 10 MAY CABLE DU-  
PONT'S CONSENT"

we took up the matter with Du Pont. Owing to vacations and other unforeseen circumstances, their reply has only just been received. On September 30th we cabled you as follows:

"DUPONT CONSENTS ABANDONMENT CASE  
DK44 JAPAN"

A photostatic copy of Du Pont's consent is enclosed with this letter.

We have separately advised Titangesellschaft. We have also advised Titangesellschaft of the receipt of this consent directly by air mail letter.

Very truly yours,

CFK:JM  
Enclosure

NATIONAL LEAD COMPANY

c.c. Dr. G. Jebsen—Mr. C. F. Garesché—Mr. Sigurd Andersen



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Exhibit 939

Letterhead of

TITAN COMPANY, INC.

Fredrikstad, Norway.

October 11th, 1940.

HBE/HH No. 109

PATENT DEPT.

National Lead Company,  
Patent Department,  
111 Broadway,  
New York City.

*Attention: Mr. Kaegebehn.*

Dear Sirs:—

*Abandonment DK-cases Germany.*

On June 20th we informed you that we are abandoning various DK-cases filed in Germany.

Amongst the patents mentioned was also case DK-35. For the sake of order we would draw your attention to the fact that this German Patent has not been abandoned, as in the meantime Titangesellschaft informed us that, upon reconsideration of this case, they would be interested in a further prosecution of this application and they reported that they would take up again the question of maintenance if and when the patent is granted on the application.

We would suggest that you inform du Pont correspondingly in order that they may be kept informed of the situation as regards this case.

The remaining patent cases mentioned in our letter of June 20th, have been abandoned.

Yours very truly,

H. B. ECKHOFF

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**Exhibit 940**

December 5th, 1940

*Letter No. 36K*

ME. H. B. Eckhoff  
c/o Titan Co. A/S  
Fredrikstad, Norway

*In Reply to Your Letter No. 109*

*Re: Abandonment DK-Cases—Germany—DK 35*

Dear Mr. Eckhoff:—

Upon receipt of your letter of October 11th, 1940, we at once advised Du Pont that Titangesellschaft had re-considered this case and had decided to prosecute it further.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

c.c. Mr. C. F. Garesché  
Mr. S. Andersen

## Exhibit 941

December 5th, 1940

J. P. Hancock, Esq.  
Patent Dept. Legal Division  
E. I. Du Pont de Nemours & Co.,  
Wilmington, Delaware

*Re; Your case 884-K—Our Case DK 35.  
German Application*

Dear Mr. Hancock: —

On May 24th, 1940 you wrote us, giving your consent to the abandonment of the above identified case, as well as the abandonment of other cases mentioned in your letter.

Our European associates advise us that our German affiliate, Titan Gesellschaft, has reconsidered the case and is proceeding with the further prosecution of the application. They will consider the question of maintenance if and when the patent is allowed on the application.

As soon as we have word from them as to their further decision, we shall promptly advise you.

Yours very truly, . . .

TITAN COMPANY, INC.

CFK:JL

## Exhibit 942

MINUTES: MEETING December 3rd, 1940

## TITAN COMPANY, INC.

Present:

Dr. G. Jebsen

Mr. C. F. Kaegebehn

MATTER CONSIDERED: Transmission of Licenses under  
DK Case Patents to B. T. P.,  
S. I. T. and Titan Kogyo.

Mr. Andersen's letter of September 11th and 16th, 1940 with which he sent documents to be signed by Dr. Jebsen were read. These were as follows:

- 1.) Letter from Titan Co., Inc. to S. I. T. granting them sub-licenses under Cases DK 37, DK 38, DK 39, DK 40 and DK 43, to which was attached excerpts from the Du Pont-Titan Co., Inc. Agreement of May 10th, 1940.
- 2.) Letter from Titan Co., Inc. to Titan Kogyo, granting them sub-licenses under Cases DK 15-32, to which was attached excerpts from the License Agreement of Du Pont-Titan Co., Inc. of April 21st, 1939.
- 3.) Letter from Titan Co., Inc. to Titan Kogyo granting them sub-licenses under Cases DK 33-49, to which was attached excerpt of License Agreement of May 10th, 1940 between Titan Co., Inc. and Du Pont.

*Exhibit 942*

- 4.) Letter from Titan Co., Inc. to B. T. P. granting them sub-licenses under cases DK 33-49 to which was attached excerpts from the License Agreement of Du Pont-Titan Co., Inc. of May 10th, 1940.

Dr. Jebsen signed the four above listed documents and dated them December 10th, 1940.

Mr. Kaegebehn was instructed to send the letters addressed to B. T. P. and Titan Kogyo and to place in his vault for safe-keeping, pending further instructions, the letter to S. I. T. A cable was drafted to Mr. Andersen, informing him that Dr. Jebsen had signed and dated the documents and that the three mentioned letters had been forwarded to the respective addressees, and the fourth, addressed to S. I. T., was being held.

New York, New York  
December 12th, 1940

G. JEBSEN  
C. F. KAEGBEHN

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Exhibit 943

COPY

TITAN COMPANY, INC.

7 West 10th Street

Wilmington, Delaware, U. S. A.

British Titan Products Co. Ltd.,

Burlington House,

Yarm Rd.,

EAGLESCLIFFE

Co. Durham

Attention: Mr. C. J. Stopford

Dear Sirs:

*British Patents and Patent Applications*

*of E. I. Du Pont de Nemours & Co.*

*Cases DK-33 to DK-49*

According to a cross licence agreement dated the 10th of May 1940 between E. I. Du Pont de Nemours & Co. and our Company we have—on certain terms and conditions as specified in the enclosed extract—been granted licences under the following British patent applications:

British application corresponding to US application /876-K/ of Robert K. Whitten for Process for Production of Improved Titanium Pigments, Serial No. 166,943, filed October 2, 1937 /Our Reference DK-34/;

British application corresponding to US application /884-K/ of Robert M. McKinney for Process for Making Titanium Pigments, Serial No. 172,378, filed November 2, 1937 /Our Reference DK-35/;



*Exhibit 943*

British application corresponding to US application /873-K/ of Roy W. Sullivan for Process for Making Anhydrite, Serial No. 177,739, filed December 2, 1937 /Our Reference DK-36/;

British application corresponding to US application /898-K/ of Robert M. McKinney for Pigment Treating Process and Agents Therefor, Serial No. 191,967, filed February 23, 1938 /Our Reference DK-42/;

We hereby grant you a sublicence under the above mentioned British patent applications, this sublicence being restricted and subject to reservations as specified in the enclosed extract of the above mentioned cross licence agreement of 10. May 1940—and its grant being conditional upon your true and faithful performance of all undertakings and covenants on which our fulfillment of the stipulations of this cross licence agreement is dependent upon you as a sublicencee—these stipulations being likewise stated in the enclosed extract—and on the following particular conditions:

- a/ You undertake to reimburse the part of our expenses according to art. 6 of the cross licence agreement which have been and will be involved in the prosecution of the herein sublicenced British patent applications and in the maintenance of any patents which have been or will be granted on them.
- b/ You assume the same obligations as we have assumed according to art. 7 and 8.
- c/ You accept the stipulations of art. 9, as if the words "Du Pont" were replaced by "Dupont and/or Titan"

## Exhibit 943

and the word "Titan" by "British Titan Products Co. Ltd."

- d/ You accept the stipulation of art. 10 and will notify us of infringements of herein-sublicenced patents and patent applications whenever such infringement comes to your attention.

We will, on your request in each particular case, endeavour to obtain Du Pont's agreement to give you the right to bring suit against specified infringer or infringers of herein sublicense patents and patent applications or to join in such suit by Du Pont and/or ourselves on the understanding that your bringing or joining in such suit be subject to the principles stipulated in art. 10.

- e/ You accept the stipulation of art. 11 regarding recoveries in litigation as if the words "Dupont and Titan" were replaced by "Dupont and/or Titan and British Titan Products Co. Ltd."

- f/ You will, in case you are called upon, fulfill towards Du Pont and/or ourselves the obligation we have taken on towards Du Pont according to the last period of art. 11, reading: "Where either party hereto brings suit against an infringer upon a patent licenced hereunder, the other party agrees to assist in the prosecution of said suit to the extent of making available any pertinent evidence in its possession."

- g/ You accept the definition in art. 12.

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*Exhibit 943*

We will inform you in a separate letter of filing dates and British numbers of the applications as well as of data regarding the patents which have up to now been granted on them.

Please acknowledge the receipt of this letter with your approval.

Yours very truly,

(signed) SIGURD ANDERSEN

## Exhibit 944

MEMO. OF CONFERENCE—DR. JEBSEN  
AND MR. KAEGERBEHN—*Jan. 31, 1941*

Discussing the cross-license agreement between Du Pont and Titan Co., Inc., Mr. Kaegerbehn drew attention to the possibility that Du Pont's interests may develop in such a manner that the possibility of Titan Co., Inc. and its non-American associates obtaining licenses to use and sell products within the Licensed Field in Central and South America may be excluded. It was noted that the National Lead Company agreement with Du Pont gives National Lead Co. the right to use and sell in Central and South America.

If such a situation arises, conditions will have developed which are against the understanding forming the basis for Titan Co., Inc.'s approval of the agreement between Du Pont and National Lead Co. (particularly I. G. Farbenindustrie, respectively, Titangesellschaft). This situation could, under certain circumstances, lead to the exclusion of Titan Co., Inc. and its non-American associates from Central and South America, to the advantage of National Lead Co. (and Du Pont), and so create a considerable ill feeling. A way partially to adjust this situation may be for National Lead Co. to permit Titan Co., Inc. and its associates to sell National Lead Co.'s products in Central and South America on the best possible terms, or to share the profits from shares in those countries in proportion corresponding to the two party's positions in these markets before the above situation was created, including consideration of potentiality.

## Exhibit 945

• D R A F T •

June 3, 1941

TO: COMMITTEE ON PATENTS

FROM: KREBS PIGMENTS DEPARTMENT

PROPOSED LICENSE AGREEMENT WITH TITAN COMPANY,  
INC. COVERING SPECIFIC TITANIUM PIGMENT PATENTS

Herewith is submitted proposed license agreement with Titan Company, Inc. covering exchange of rights under a number of their United States Letters Patent and Applications, for rights under a number of du Pont foreign applications in several countries, as listed hereafter, all rights being restricted to the titanium pigment field.

Titan Company, Inc., a Delaware corporation, is owned 87% by National Lead Company, and handles all patent matters in foreign countries for National Lead Company and its foreign associates, also acting as sales agent for the latter. Foreign associates of National Lead Company involved in this agreement are Titangesellschaft m.b.H. of Leverkusen, Germany, owned 50% by National Lead Company and 50% by I. G.; British Titan Products Company, Billingham, England, in which National Lead Company has a 49% interest, I.C.I. 17%, with the remaining 17% owned by several other British companies; Societe Industrielle du Titane, Paris, France, in which Titan Company, Inc. has a 50% interest; and Titan Kogyo Kabushiki Kaisha, Tokyo, Japan, in which Titangesellschaft of Germany is a minority stockholder.

Negotiations leading to this proposed agreement were begun early in 1939. The du Pont U.S. patent applications

*Exhibit 945*

corresponding to their equivalent foreign applications involved, were all filed in the United States Patent Office between June 15 and October 7, 1938, and these foreign applications were filed in the various countries between June 16 and September 19, 1939. Some of the applications have since been issued as patents in the United States and foreign countries.

Except for some minor changes, the terms of the proposed agreement were practically agreed upon in the fall of 1939 and first draft submitted to the Legal Department on November 27, 1939, approval of which was obtained January 23, 1940. Subsequently Titan Company, Inc. submitted the proposed agreement to their foreign associates for approval; but the documents were lost during the German occupation of Paris. The Vice President of Titan Company, Inc., whose headquarters were in Paris, and who has handled all negotiations, has now been in the United States for some months and has advised that the proposed agreement is approved and he is prepared to execute.

The du Pont foreign applications and/or patents involved correspond to the following seven United States applications and patents, the same applications having been filed in more than one country in a number of instances:

*In France:*

Serial No. 215,218, Filed June 22, 1938—"Titanium Pigment Production"

Serial No. 213,835, Filed June 15, 1938—"Process of Preparing Alkaline Earth Metal Titanates"



*Exhibit 945*

Serial No.219,601, Filed July 16, 1938—"Titanium Oxide Suspensions"

Serial No.228,926, Filed September 8, 1938—"Improved Titanium Oxide Pigments and Process of Making Same"

*In United Kingdom of Great Britan, Northern Ireland and the Isle of Man:*

Serial No.215,218, Filed June 22, 1938—"Titanium Pigment Production"

Serial No.213,835, Filed June 15, 1938—"Process of Preparing Alkaline Earth Metal Titanates"

Serial No.228,926, Filed September 8, 1938—"Improved Titanium Oxide Pigments and Process of Making Same"

*In Germany:*

Serial No.225,716, Filed August 19, 1938—"Glue Treatment of Calcium Sulphate"

Serial No.215,218, Filed June 22, 1938—"Titanium Pigment Production"

Serial No.219,601, Filed July 16, 1938—"Titanium Oxide Suspensions"

*In Italy:*

Serial No.215,218, Filed June 22, 1938—"Titanium Pigment Production"

*Exhibit 945**In Holland:*

Serial No.215,218, Filed June 22, 1938—"Titanium Pigment Production"

Serial No.228,926, Filed September 8, 1938—"Improved Titanium Oxide Pigments and Process of Making Same"

*In Belgium:*

Serial No.215,218, Filed June 22, 1938—"Titanium Pigment Production"

*In Japan:*

Serial No.219,601, Filed July 16, 1938—"Titanium Oxide Suspensions"

Serial No.228,403, Filed September 3, 1938—"Oxidation Treatment of Tinted Titanium Oxide"

Serial No.233,749, Filed October 7, 1938—"Process for Production of Titanium Solutions"

Under this agreement, Titan Company, Inc. is granted a non-assignable, royalty-free license, in each case restricted to countries as specified above. License is exclusive except for du Pont or any company controlled by du Pont, and for I.C.I. in Great Britain. Titan Company, Inc. is permitted to sub-license its associates, as specifically defined in the agreement, on a royalty-free basis. Other sub-licenses may be granted subject to du Pont approval and the payment of 50% of any royalties obtained. Titan Company, Inc. as

*Exhibit 945*

sumes all costs incidental to the filing and prosecution of our foreign applications under this license; pays all necessary maintenance fees during their life; and cannot permit abandonment without our approval.

Of the seven applications or patents under which Titan Company, Inc. will be licensed, only one is considered to be important, and one of moderate importance, i.e.:

\*Application Serial No. 215,218 (now U.S. Patent No. 2,218,655), covers calcination of titanium with small amount of zinc oxide to produce low-chalking grade suitable for tinted finishes, and sold by du Pont as "Ti-Pure" O. This case was declared in interference with Titan Company, Inc., but du Pont was able to prove priority. It is considered relatively important, representing 1.4% of our total  $\text{TiO}_2$  sales in 1940 and 1.2% over the first four months of 1941.

Application Serial No. 233,749, covers process for re-use of sulphide containing muds in dissolving titaniferous ores. Moderately important, as it offers possibility of some savings, but we have not yet been able to justify adoption in our operations.

Du Pont obtains from Titan Company, Inc. a non-exclusive, royalty-free, non-assignable license under the following four United States Letters Patent and/or Applications:

Serial No. 277,870, Filed June 7, 1939—"Manufacture of Titanium Dioxide Pigments"

Serial No. 283,986, Filed July 12, 1939—"Titanium Dioxide Pigment and Printing Inks Containing Same"

*-Exhibit 945*

Serial No.300,004, Filed October 18, 1939—"Methods of Making Improved Titanium Dioxide Pigments"

Patent No.1,852,510, Dated April 5, 1932—"Process of Treating Titaniferous Materials with Acids"

Two of the above inventions under which du Pont will be licensed are of extreme importance, i.e.:

Serial No.283,986 (now U.S.Patent No.2,224,987), covers combination of antimony-aluminum treatment of  $TiO_2$  for low-chalking pigment satisfactory for white finishes. Of our 1940 sales 14.2% came within the scope of this patent, and for the first four months of this year 20.8% of sales. There is also indication that use of domestic or ore type ilmenite may require this treatment for all production.

Serial No.300,004, covers precipitating aluminum oxide on  $TiO_2$  in atmosphere of ammonia by a specific method which we have adopted over our earlier procedure because of much improved quality resulting. Of our 1940 sales 12.2% came within claims of this application and 14.4% of our sales over the first four months of this year.

Du Pont rights under the patents listed are confined to the United States of America, its territories and dependencies. Du Pont is not obliged to pay any expenses incidental to preparation, filing and prosecution of United States patents covered by this license.

License specifically provides that where patent extends or applies outside titanium, no rights are granted except

*Exhibit 945*

insofar as they pertain to the manufacture of titanium compounds which can be used as pigments. Each admits validity of the patents involved, during period of license.

This exchange of patent rights is highly desirable and necessary for du Pont, inasmuch as two of the inventions under which we will be licensed are of great importance, since about 35% of our current  $\text{TiO}_2$  sales represent grades produced within the claims of these two cases as described in a previous paragraph. The remaining applications under which du Pont will be licensed are of lesser importance, but permit us freedom of action in adopting process refinements which they cover and may prove of real value. Furthermore, the du Pont foreign applications and patents under which Titan Company, Inc. will be licensed are of relatively minor importance, and we retain all rights of manufacture and sale for du Pont under our foreign patents without any filing or maintenance costs.

If any future commitments on our part arise under the agreement its controlled by a clause to the effect that Governmental objection or prohibition shall be a valid plea for either party to decline to disclose or grant rights on any invention, patent or application therein mentioned, which will govern. Additionally, we propose to transmit to Titan Inc. to make certain that Titan Inc. (an American principal) shall comply with governmental order, etc.

This agreement has been prepared and approved by the Legal Department, and the required Operating and Chemical Department approvals have been obtained.

It is, therefore, recommended that the Management be authorized to execute license as herewith presented.

C. H. RUPPRECHT  
General Manager

## Exhibit 946

COPY

E. I. DU PONT DE NEMOURS &amp; CO.

WILMINGTON, DELAWARE

June 23rd, 1941

KREBS PIGMENTS DEPARTMENT  
Titan Company, Inc.  
111 Broadway  
New York City, N. Y.

*Re: Du Pont—Titan Company, Inc. Agreement*

Gentlemen:—

Attached hereto find your copy of duly executed original of the above agreement, dated June 23, 1941.

Since our obligations under this contract are directly with you as a domestic principal, and not as an agent for any other company, domestic or foreign, we do not believe it is necessary that we obtain any United States Government approvals under the agreement. However, disclosure and grant of any license rights by you, as the other principal under the contract, to any of your affiliates or agents outside of the United States, and particularly to any nationals of occupied countries, will involve matter which is subject to Governmental regulation and control. We respectfully direct your attention to the existence of these Governmental regulations, and especially to Executive Order No. 8389, as amended, relating to the blocking of assets of nationals of occupied countries, and suggest that before you grant any rights under the contract to your affiliates or agents outside



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*Exhibit 948*

of the United States, the necessary approvals be obtained from the Division of Controls of the United States State Department, as well as from the Export License Control of the United States Treasury Department.

Very truly yours,

(Signed) C. H. RUPPRECHT  
General Manager

CHR:s  
Encl.

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Exhibit 947

NATIONAL LEAD COMPANY

SUBJECT Du Pont—Titan Company, Inc. Agreement

DATE June 24th, 1941

TO Dr. G. Jebsen—Mr. C. F. Garesché

FROM Mr. C. F. Kaegebehn—Patent Department

In Reply to

Gentlemen:—

I beg to advise that a license agreement between Titan Co., Inc. and Du Pont, involving the latest exchange of licenses, has been executed on behalf of Du Pont. The contract bears the date of June 23rd, 1941.

—In returning to us our executed copy, Mr. Hancock enclosed a letter addressed to Titan Co., Inc. by Mr. C. H. Rupprecht, copy of which is attached hereto. This letter again brings to our attention the Government regulations affecting the control of patent property and patent rights. I have drafted a reply to Mr. Rupprecht's letter, copy of which is also attached hereto, but refrain from sending this pending your approval thereof.

Yours very truly,

C. F. KAEGBEHN

CFK:JL

Encs.2

## Exhibit 948

DRAFT OF LETTER TO BE SENT TO  
MR. C. H. RUPPRECHT

June 24th, 1941

E. I. Du Pont de Nemours & Co.  
Krebs Pigments Department  
Wilmington, Delaware

*Attention: Mr. C. H. Rupprecht  
General Manager*

Gentlemen:—

We acknowledge with thanks receipt of your letter of June 23rd, 1941 and the executed copy of the agreement of June 23rd, 1941 sent therewith.

Please be assured that we shall not grant to our associates any sub-licenses under this contract without obtaining the necessary approval from the proper governmental authorities.

Yours very truly,

TITAN COMPANY, INC.

C. F. Kaegebehn



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Exhibit 949

COPY

BRITISH TITAN PRODUCTS CO., LTD.

BILLINGHAM

CJS/SL/2670

PATENT DEPT.

REGISTERED

17th September 1941

Titan Company Inc.,  
111, Broadway,  
New York, N.Y.

Dear Sirs,

PENDING U.S. APPLICATIONS OF E. I. DU  
PONT DE NEMOURS & Co.

With reference to your letter of April 14th, and to the  
copies of the following U.S. applications belonging to Du  
Pont de Nemours which were enclosed with that letter:

| DK. Case | Ser. No. | Filed           |
|----------|----------|-----------------|
| 126      | 338,381  | June 1st, 1940  |
| 127      | 338,384  | June 1st, 1940  |
| 128      | 346,370  | July 19th, 1940 |
| 129      | 354,801  | Aug. 30th, 1940 |

please note that we are not interested in obtaining licences  
in any of these patent cases, but we should like to be given  
an opportunity to reconsider any of these cases in which  
Du Pont de Nemours might themselves file applications  
within our territory, with a view to a non-exclusive licence,  
without any restriction on Du Pont as to licensing other  
firms.

Yours truly,

FOR BRITISH TITAN PRODUCTS CO. LTD.

CJS

C. J. Stopford,  
Director and General Manager,

## Exhibit 950

February 27th, 1939

Dr. G. Jebsen  
For Mr. Andreas Ravnstad  
c/o Titan Co. Inc.  
26 rue de la Pepiniere  
Paris — 8e — France

*Re: Recently Filed Du Pont Applications*

Gentlemen:

Further to our letter of January 25th we are pleased to enclose herewith six copies of each of the following U.S. applications recently filed by Du Pont.

| Ser. No. | Inventor         | Title  |
|----------|------------------|--|
| 242,603  | Wood             | Titanium Oxide Production  |
| 242,922  | McKinney et al.  | Production of Titanium Oxide Pigments                              |
| 242,923  | McKinney et al.  | Production of Titanium Oxide Pigments                              |
| 244,174  | Schaumann et al. | Colored Titanium Pigments  |
| 244,175  | Schaumann et al. | Colored Titanium Pigments  |
| 240,518  | McKinney et al.  | Colored Titanium Pigments (reissue)                                |
| 242,461  | Berry            | Method & Apparatus for Effecting Particle Size Reduction           |
| 244,571  | Hanahan          | High Surface Hiding Pigment Materials & Process of Making the Same |
| 244,568  | Booge et al.     | High Surface Hiding Pigment Materials & Process of Making the Same |
| 244,569  | Hanahan          | High Surface Hiding Pigment Materials & Process of Making the Same |
| 244,572  | Hanahan          | High Surface Hiding Pigment Materials & Process of Making the Same |
| 244,570  | Hanahan          | High Surface Hiding Pigment Materials & Process of Making the Same |

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*Exhibit 950*

You will note that application Serial No. 240,518 is a reissue application, the specification of which is identical with the original application Serial No. 1284 (DK 1) issued as U.S. Patent No. 2,062,137. Accordingly, there are enclosed herewith copies of only the claims of this reissue application.

Will you please assign DK Case Nos to these applications and in due time advise us as to whether you and your associates would desire to have corresponding applications filed.

For your information we are holding three other recently filed Du Pont applications and shall forward them to you as soon as we are able to have copies made.

Yours very truly,  
NATIONAL LEAD COMPANY

JBH:RC

encs.

cc: Mr. Garesché



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Exhibit 951

March 17th, 1939

Dr. G. Jebsen  
For Mr. Andreas Ravnstad  
c/o Titan Co. Inc.  
26 rue de la Pepiniere  
Paris—8—France

*Re: Recently Filed du Pont applications*

Gentlemen:

Further to our letter of February 27th we are pleased to enclose herewith six copies of each of the following U. S. applications recently filed by Du Pont:

U.S. Ser. No. 246,136—December 16, 1938—R. D. Nutting  
Tito-Organic Acid Treatment of  $TiO_2$

U.S. Ser. No. 253,119—January 27, 1939—C. F. Oppermann.  
Improved Pigment Composition and Process of Making Same.

U.S. Ser. No. 254,160—February 2, 1939—G. D. Patterson  
Silicate Treated Titanium Pigments

Will you please assign DK Case Nos. to these applications and in due time advise us as to whether you and your associates would desire to have corresponding applications filed.

Yours very truly,

NATIONAL LEAD COMPANY

JBH:RC

encs.

cc: Mr. Garesché

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Exhibit 952

Letterhead of  
TITAN COMPANY, INC.

SA:ab

National Lead Company

Paris, August 18th 1939

Patent Department

111 Broadway

New York City

Attention: Mr. C. F. Kaegebehn

Dear Sirs:—

*Re: Pending U.S. Applications of E.I. DU PONT de  
Nemours & Co. Cases DK. 4 to 13 (Previously  
T:190 to 199.)*

The Titangesellschaft have asked us whether there exists any German Applications in the above cases.

As no licences have been wished by the associated companies on this side in Germany, no applications have been filed in that country through us.

We understand that Du Pont does not ordinarily file any application, outside America in the "D.K. Cases" but for the sake of order, we should be obliged if you would obtain du Pont's confirmation of this and communicate it to us.

We would appreciate it very much if you, at the same time, could obtain similar confirmation for the later D.K. Cases, to the extent this is possible, so that we may complete our records as far as this question is concerned and be in position to give definite information to our associated companies as far as their territories are concerned.

Thanking you in anticipation, we are

Yours very truly,

SIGURD ANDERSEN

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Exhibit 953

August 28th, 1939

Dr. G. Jebsen  
For Mr. S. Andersen  
c/o Titan Co., Inc.  
26, Rue de la Pépinière  
Paris—VIIIe—France

*Re: Pending U. S. Applications of Du Pont  
Cases DK 4 to 13*

Gentlemen:—

We have your letter of August 18th, 1939.

We can confirm that Du Pont has filed no applications in foreign countries on their own behalf since the practice of exchanging patent applications was established. Only in two previous cases, viz. (1) Case T. 143 and (2) Case T. 200, Blended Titanium Pigments, were applications filed by Du Pont. They have not since filed any foreign applications.

We trust this is the information you desire.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

c.c. Mr. C. F. Garesché

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**Exhibit 954**

Letterhead of  
**TITAN COMPANY, INC.**

Fredrikstad, Norway,  
November 14th 1939.

SA/EQ

Mr. C. F. Kaegebehn,  
National Lead Company,  
Patent Dept.,  
111 Broadway,  
New York

*Patent Applications of E.I. du Pont de Nemours & Co.*

Dear Mr. Kaegebehn,

I beg to confirm my to-day's cable reading as follows:

"Have Dupont filed any applications outside North America in cases DK-15 to 75 inclusive Please cable."

I understand that Du Pont does not ordinarily file applications outside U. S. A. in the DK-cases, and we have proceeded upon this presumption when considering the question of obtaining licenses in DK-cases, asking, however, to be given an opportunity to consider the question of obtaining non-exclusive licenses in countries outside North America in which Du Pont might themselves file applications.

I would ask you whether it would be possible for you to get such confirmation from Du Pont so that you can inform us when forwarding the applications or say, within a couple

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*Exhibit 954*

of months afterwards. I presume that Du Pont could not give a general confirmation, but that they would have to inform you re each particular case.

Please let me have your comments to the above.

With kind regards,

Yours sincerely,

SIGURD ANDERSEN  
SIGURD ANDERSEN

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Exhibit 955

December 8th, 1939

Dr. G. Jebsen  
For Mr. S. Andersen  
c/o Titan Co. A/S  
Fredrikstad, Norway

*Re: Patent Applns. of Du Pont*

Gentlemen:—

On November 15th we received your cable, reading as follows:

"HAVE DUPONT FILED ANY APPLICATIONS OUTSIDE NORTH AMERICA IN CASES DK 15 TO 75 INCLUSIVE PLEASE CABLE"

to which, on the following day, we replied as follows:

"NO APPLICATIONS FILED BY DUPONT OUTSIDE NORTH AMERICA IN CASES DK 15-75 INCLUSIVE EXCEPT THOSE FILED ON DUPONT'S BEHALF BY TITAN COMPANY"

We have also received your letter dated November 14th with reference to this matter.

I have discussed the question raised in your letter with Du Pont. It may be accepted as a general policy that Du Pont is not interested in filing applications in the titanium field outside the United States. Hence, in the future, you can assume, unless advised to the contrary with respect to any patent cases, that Du Pont has no intention of filing an application outside the United States.



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*Exhibit 955*

Thus, you may regard that Du Pont has given a general confirmation of this policy and that they will inform us only should they intend to depart from this policy and file applications with respect to some particular development. This general understanding, we believe, is simpler than to endeavor to get confirmation in each particular case.

We trust these comments clarify the situation.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

c.c. Mr. C.F. Garesché

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Exhibit 956

Letterhead of

TITAN COMPANY, INC.

Fredrikstad, December 4th 1939.

HE/LRA

National Lead Company,  
Patent Department,  
111, Broadway,  
New York.

Attention: Mr. C. F. Kaegebehn.

Dear Sirs,

Re: DK-43, French Patent Application No. 442,580.  
E. I. Du Pont de Nemours & Company.

We are pleased to inform you herewith that a patent has been granted on the above French Application and is numbered 850,882.

The patent stands in the name of Messrs. E. I. Du Pont de Nemours & Company, and the term of the patent is 20 years from February 27th 1939.

We will send you two copies of the printed specification as soon as available.

Yours very truly,

SIGURD ANDERSEN

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*Exhibit 956*

December 20th, 1939

Dr. G. Jebsen  
For Mr. S. Andersen  
c/o Titan Co. A/S  
Fredrikstad, Norway

*Re: DK-43—French Patent Application No. 442.580—  
Du Pont*

Gentlemen:—

We acknowledge receipt of your letter of December 4th, and note the issuance of the French patent in the above identified case which is numbered 850,882, standing in the name of Du Pont for the term of 20 years from February 27th, 1939.

We shall be pleased to receive copies of this patent when they are available.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

c.c. Mr. C. F. Garesché

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Exhibit 957

Letterhead of  
TITAN COMPANY, INC.

Fredrikstad, Norway,  
March 15th, 1940.

Your ref.: CFK:JL

Our, ref.: SA/HH.

National Lead Company,  
Att.: Mr. C. F. Kaegebehn,  
111, Broadway,  
New York.

*Patent Applications of the E. I. du Pont de Nemours & Co.*

For the sake of order we beg to acknowledge the receipt of your letter of December 8th, 1939.

We note, that in the future we can assume, unless advised to the contrary with respect to any patent case, that Du Pont has no intention of filing applications outside U.S.A.

We quite agree with you that this general understanding is simpler than to endeavor to get confirmation in each particular case, and we beg to express our best thanks for your having cleared up this matter.

Yours very truly,

SIGURD ANDERSEN

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Exhibit 958

TRANSLATION

I. G. Leverkusen Patent Dept.

May 31st, 1940

G/S May 9th, 1940 Fi/Ki 2252

DK 24 — Le. No. 2252 Pa

Germany P 77 209

Corresponding to U. S. Ser. No. 139,497 of April 28, 1937

For your information, we wish to advise you that Titan Kogyo has no longer any interest in prosecuting the above identified Japanese patent application. We ask you to please inform us whether you wish to continue the prosecution of this application on your own behalf.

Yours very truly,

I. G. FARBENINDUSTRIE A. G.

c.c. Titan Co., Inc.

c/o Mr. Ch. F. Kaegebehn

111 Broadway

New York

3226

3213

Exhibit 959

RCA RADIOGRAM

LC

June 7th, 1940

SIGURD ANDERSEN  
STORA NYGATAN  
31 STOCKHOLM (SWEDEN)

PURSUANT CORRESPONDENCE DR JEBSEN REQUEST YOUR ADVICE STOP HAVE FILED TWO UNITED STATES APPLICATIONS ALSO RECEIVED SEVERAL NEW DUPONT CASES STOP RAVNESTAD REQUESTS US SEND HIM ONLY THREE COPIES WITHOUT ANY DISTRIBUTION TO ASSOCIATED COMPANIES STOP IS THIS CONSISTENT WITH RECENT UNDERSTANDING  
IG PATENTABTEILUNG

KAEGBEHN



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Exhibit 960

RCA RADIOGRAM

JUN 9 1940

ME SDC SW 8122

STOCKHOLM 42 8 2050

NLT KAEGERBEHN LEADCO NEW YORK

UNDERSTANDING IG MEANT INCLUDE YOUR  
SENDING THEM APPLICATIONS SUGGEST  
YOUR PROCEED ACCORDINGLY STOP PLEASE  
SEND COPY APPLICATIONS MENTIONED YOUR  
CABLE SEVENTH TO BTP STOP I WRITE THEM  
ON RECEIPT APPLICATIONS FROM YOU REFER  
MY PREVIOUS TELEGRAM TODAY

ANDERSEN

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Exhibit 961

June 17th, 1940

Air-Mail

Mr. Sigurd Andersen  
Stora Nygatan  
31 Stockholm, Sweden

Dear Mr. Andersen:—

Upon receipt of your cable of June 9th we cabled you as follows:

"HAVE RECEIVED NO DESIGNATIONS CASES  
T243 T244 STOP CABLE SERIAL NUMBERS  
UNITED STATES CASES STOP HOW MANY  
COPIES PATENT APPLICATIONS TO BE FOR-  
WARDED IG"

to which you replied as follows on June 15th:

"T243 SERIAL 302,116 T244 Serial 304,620 3  
COPIES APPLICATIONS TO IG STOP MAIL  
SWEDEN USA OPEN BY AMERICAN CLIPPER  
OR VIA SIBERIA LATTER PERHAPS SAFEST"

Accordingly we forwarded three copies of each of the following recently filed United States applications to the I. G. Farbenindustrie: Cases T. 202-B and T. 231-B (Divisional cases of T. 202 and T. 231), T. 241, T. 243, T. 244 and T. 245 together with copies of 7 United States applications recently filed by Du Pont. We have notified the I. G. Farbenindustrie and B. T. P. by Air-Mail that we are sending these applications separately. Copies of our letters of notification are enclosed herewith.

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*Exhibit 961*

We have tentatively assigned DK Case Numbers to the Du Pont applications, as you will perceive when the documents are received. We are sending your copies and those of the I. G. via Siberia.

At Mr. Ravnešad's request, we are sending him three copies of the Du Pont applications. We have previously sent him five copies of the divisional applications in cases T. 202-B and T. 231-B.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

Encs.

c.c. Mr. C. F. Garesché

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3217

Exhibit 962

June 17th, 1940

AIR MAIL

Mr. Andreas Ravnestad  
c/o Titan Co. A/S  
Fredrikstad, Norway

Dear Mr. Ravnestad:—

We are sending you under separate cover, via Siberia, three copies of each of the seven United States applications recently filed by Du Pont. We have tentatively assigned DK case numbers to these applications.

Acting on further cable instructions from Mr. Andersen who has been in touch with Dr. Jebsen by cable, we have also forwarded copies of these applications directly to the I. G. Farbenindustrie and British Titan Products.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

c.c. Mr. C. F. Garesché

Mr. S. Andersen

3218

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**Exhibit 963**

June 17th, 1940

Titangesellschaft m.b.H.  
z.H.: I. G. Patent Abteilung  
Leverkusen I. G. Werke  
Leverkusen bei Köln  
Germany

Gentlemen:—

We beg to advise you that we are forwarding under separate cover, via Siberia, three copies of each of the following recently filed United States applications:

- 1.) Divisional application of Ser. No. 154,779 (Case T. 202), which has been designated as Case T. 202-B.
- 2.) Divisional application of Ser. No. 247,037 (Case T. 231), which has been designated as Case T. 231-B.

together with three copies of seven United States applications filed by Du Pont.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

c.c. Mr. C. F. Garesché .

Mr. S. Andersen—Stockholm

Mr. A. Ravnstad—Fredrikstad

3232

3219

Exhibit 964

June 19, 1940

Titangesellschaft m.b.H.  
z.H.: I. G. Patent Abteilung  
Leverkusen I. G. Werke  
Leverkusen bei Köln  
Germany

Gentlemen:

Further to our letter of June 17th, we are pleased to enclose herewith six copies of each of the following United States applications recently filed by us:

| <i>Case</i>                      | <i>Ser. No.</i> | <i>Date</i>  |
|----------------------------------|-----------------|--------------|
| T.202B (Division of Case T. 202) | 334,572         | May 11, 1940 |
| T.231B (Division of Case T. 231) | 336,006         | May 18, 1940 |

We are not quite certain whether or not you have received copies of the United States applications which we filed in Cases T.241, T.243, T.244, and T.245 and are accordingly sending you six copies of these applications as follows:

| <i>Case</i> | <i>Ser. No.</i> | <i>Date</i>   |
|-------------|-----------------|---------------|
| T.241       | 298,400         | Oct. 7, 1939  |
| T.243       | 352,116         | Oct. 31, 1939 |
| T.244       | 301,620         | Oct. 27, 1939 |
| T.245       | 314,604         | Jan. 19, 1940 |

We are also enclosing herewith three copies of each of the following United States applications recently filed by Du Pont to which we have tentatively assigned DK Case numbers as follows:



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*Exhibit 964*

| <i>Case</i> | <i>Ser. No.</i> | <i>Date</i>   |
|-------------|-----------------|---------------|
| DK. 107     | 311,104         | Dec. 27, 1939 |
| DK. 108     | 315,162         | Jan. 23, 1940 |
| DK. 109     | 315,508         | Jan. 25, 1940 |
| DK. 110     | 315,167         | Jan. 23, 1940 |
| DK. 111     | 315,168         | Jan. 23, 1940 |
| DK. 112     | 321,408         | Feb. 29, 1940 |
| DK. 113     | 326,146         | Mar. 27, 1940 |

We should like to have sent you six copies of each of these Du Pont applications to take care of your requirements for Germany and Japan, but owing to the limited number of copies of these applications which we have on hand, it is only possible for us to send you two copies of each of them.

Very truly yours,

NATIONAL LEAD COMPANY

JBW:JM  
Enclosures

c.c. Mr. C. F. Garesché

Mr. Sigurd Andersen

Mr. Andreas Ravnstad

3234

3221

Exhibit 965

June 19, 1940

Mr. Sigurd Andersen  
Stora Nygatan  
31 Stockholm, Sweden

Dear Mr. Andersen:

Further to our letter of June 17, we are pleased to enclose herewith one copy of each of the following United States applications recently filed by us:

| Case                             | Ser. No. | Date          |
|----------------------------------|----------|---------------|
| T.202B (Division of Case T. 202) | 334,572  | May 11, 1940  |
| T.231B (Division of Case T. 231) | 336,006  | May 18, 1940  |
| T.241                            | 298,400  | Oct. 7, 1939  |
| T.243                            | 302,116  | Oct. 31, 1939 |
| T.244                            | 301,620  | Oct. 27, 1939 |
| T.245                            | 314,604  | Jan. 19, 1940 |

We are also enclosing one copy of each of the following applications recently filed by Du Pont to which we have tentatively assigned DK numbers:

| Case    | Ser. No. | Date          |
|---------|----------|---------------|
| DK. 107 | 311,104  | Dec. 27, 1939 |
| DK. 108 | 315,162  | Jan. 23, 1940 |
| DK. 109 | 315,508  | Jan. 25, 1940 |
| DK. 110 | 315,167  | Jan. 23, 1940 |
| DK. 111 | 315,168  | Jan. 23, 1940 |
| DK. 112 | 321,408  | Feb. 29, 1940 |
| DK. 113 | 326,146  | Mar. 27, 1940 |

Very truly yours,

NATIONAL LEAD COMPANY

JBH:JM

c.c. Mr. C. F. Garesché

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Exhibit 966

Letterhead of  
TITAN COMPANY, INC.

Sigurd Andersen  
Stora Nygatan 31  
Stockholm.

Stockholm, the 23rd July 1940

PATENT DEPT.

C. F. Kaegebehn Esq.,  
Patent Department,  
National Lead Company,  
111 Broadway,  
NEW YORK U.S.A.

Dear Mr. Kaegebehn,

*New U.S. applications T cases and DK cases*

I beg to thank you for your letter of the 19th of June, which arrived yesterday together with copies of applications in T cases and DK cases as listed therein as well as copies of letters, from which I note that the applications have been sent the associated companies and the DK cases applications in question have been sent Mr. Ravnstad /Fredrikstad has previously received copies of the T cases in question/.

The DK numbers you tentatively assigned to DK applications appear to me to be in order, the most recent U.S. application in these cases, which we received from you, being serial number 302,850 filed 11th of November 1939

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*Exhibit 966*

/your letter 27th of December 1939/ to which we assigned the reference number DK 106.

I will inform you in due course regarding our wishes as to applications resp. licences in these T and DK cases.

Yours sincerely,

SIGURD ANDERSEN

Sigurd Andersen

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Exhibit 967

Letterhead of

E. I. DU PONT DE NEMOURS & COMPANY

July 9, 1940

Charles F. Kaegebehn, Esq.  
c/o Titan Co., Inc.  
111 Broadway  
New York City

PATENT DEPT.

Dear Mr. Kaegebehn:

Re: Your Case DK 24—Our Case K-834-B U. S.  
Pat. No. 2,166,257 Japanese Application

Replying to your letter of June 28th regarding the above Japanese application and Titan, Inc.'s proposal to abandon. The application is included among those in the license of April 21, 1939.

This is to advise that the Krebs Pigments Department informs they have no objection to the Titan, Inc. proposal, and that Krebs does not desire to undertake prosecution or maintenance in its own behalf.

Very truly yours,

E. I. DU PONT DE NEMOURS & Co.

By JOHN P. HANCOCK  
JOHN P. HANCOCK

JPH:H

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**Exhibit 968**

July 11th, 1940

Mr. Andreas Ravnestad  
c/o Titan Co. A/S  
Fredrikstad, Norway

Re: CASE DK 24—U. S. Pat. No. 2,166,257 Corre-  
sponding Japanese Application

Dear Mr. Ravnestad:—

We received recently from the Patent Department of the I. G. Farbenindustrie copy of their communication to you of May 31st, 1940, informing you that Titan Kogyo had no further interest in maintaining the above identified application in Japan.

We took the matter up with Du Pont who also do not desire to maintain the case and we so advised the Patent Department of the I. G. Farbenindustrie as per the enclosed copy. Photostatic copy of Du Pont's letter of July 9th, 1940 is also enclosed.

Yours very truly,

NATIONAL LEAD COMPANY

CEK:JL

c.c. Mr. Sigurd Andersen

Mr. C. F. Garesché



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**Exhibit 969**

Letterhead of

**TITAN COMPANY, INC.**

Fredrikstad, Norway,  
July 13th, 1940.

HE/HH. No. 71.

National Lead Company,  
Patent Department,  
111 Broadway,  
New York City.

*Attention: Mr. Kaagebehn.*

Dear Sirs:—

*DK-24, Jap. Pat. No. 131.757.*

We have been informed that the Titan Kogyo are not interested in a further maintenance of the Japanese patent in case DK-24.

We would therefore ask you to obtain du Pont's consent to the abandonment of this patent. A copy of the printed specification was sent you in our letter of December 6th, 1939.

Yours very truly,

A. RAVNESTAD

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**Exhibit 970**

[Letterhead of]  
**TITAN COMPANY, INC.**

HBE/HH. No. 107.

National Lead Company,  
Patent Department,  
111 Broadway,  
New York City.

Predrikstad, Norway,  
October 11th, 1940

Attention: Mr. Kaegebehn.

Dear Sirs:—

*DK-24 Japanese Patent Application No. 6.930/1938.*

We beg to refer to your letter of July 11th, 1940 with enclosed photostatic copy of du Pont's consent to the abandonment of the above identified Japanese application.

We have, however, not instructed our Patent Agents to abandon this application, the reason herefore being briefly:

As we received I.G.'s communication that Titan Kogyo have no interest in a further prosecution of this application, the position was that the application was ready for publication. In view of this the Titan Kogyo reconsidered the question of maintenance, and informed us through the I.G. Patent Department that they were interested in a further maintenance of 3 years, the annuity fees herefore being already paid.

The I.G. further communicated that Titan Kogyo would take up again the question of maintenance after 3 years.

We would be obliged to you if you would communicate this to du Pont, in order that they may be kept informed of the position.

In this connection we beg to refer to our letter of December 6th, 1939 by which we informed you that the above mentioned application has matured into a patent No. 131.757.

Yours very truly,

H. ECKHOFF

## Exhibit 971

COPY

October 9th, 1940

Titangesellschaft m.b.H.  
 I. G. Patent-Abteilung  
 Leverkusen I. G. Werk  
 Leverkusen bei Köln a/Rhein  
 Germany

*Re: New Patent Applications of  
 Du Pont and American Zirconium*

Gentlemen:—

We are enclosing herewith copies of four new Du Pont applications and five new American Zirconium applications, as follows:

| No. Copies | U.S. Ser. No. | Company       | Du Pont Ref. | DK Case |
|------------|---------------|---------------|--------------|---------|
| 3          | 332,979       | Du Pont       | 873-K        | 114     |
| 3          | 332,989       | Du Pont       | 949-K        | 115     |
| 3          | 332,990       | Du Pont       | 949-AK       | 116     |
| 3          | 335,765       | Du Pont       | 987-K        | 117     |
| 2          | 332,460       | Am. Zirconium | —            | —       |
| 2          | 350,124       | Am. Zirconium | —            | —       |
| 2          | 350,125       | Am. Zirconium | —            | —       |
| 2          | 350,126       | Am. Zirconium | —            | —       |
| 2          | 350,127       | Am. Zirconium | —            | —       |

You will note that we have tentatively assigned DK Case number to the Du Pont applications but refrained from assigning "T" case numbers to the American Zirconium applications. Titan Co., Inc.—Fredrikstad is con-

*Exhibit 971*

tinuing to give "T" case designations and when we are advised of these designations, we shall advise you promptly of the proper "T" case numbers of these applications.

We have not had the opportunity to consider the practical value of the several applications sent herewith because of the fact that it was more urgent to forward them to you then to take the time necessary to study them carefully. We suggest that if you have any questions concerning the value of the individual applications, you make such inquiry of us and we will promptly give you our reply.

In due time, please advise us in which countries in your territory you wish to file corresponding applications.

Yours very truly,

TITAN COMPANY, INC.

C. F. KAEGEBEHN

CFK:JL

Encs.

c.c. Titan Co., Inc. Fredrikstad

Dr. G. Jebsen

Mr. C. F. Garesché

Mr. S. Andersen

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Exhibit 972

TRANSLATION

I. G. Farbenindustrie A. G.

Leverkusen—I. G. Werk  
December 18th, 1940

Titan Co., Inc.  
c/o Mr. C. F. Kaegebehn  
111 Broadway  
New York, New York

*Your Letter of October 10th, 1940*

*Re: New Patent Applns. of Du Pont and American  
Zirconium Le. Nos. 2946-2954*

Gentlemen:—

We thank you for your letter of October 9th, 1940 in the above matter with which you sent us Du Pont applications DK 114,117 as well as applications of American Zirconium, Nos. 332,460, 350,124, 350,125, 350,126 and 350,127. We have passed these applications on to Titan-gesellschaft and can now inform you that the T. G. is not interested in obtaining licenses under any of these applications.

Yours very truly,

I. G. FARBENINDUSTRIA A. G.

c.c. Titan Co., Inc.  
Fredrikstad

Translated by:  
J. Lüer—Pat. Dept.  
February 13th, 1941

3244

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Exhibit 973

April 14th, 1941

Mr. C. J. Stopford  
British Titan Products Co., Ltd.  
Burlington House, Yarm Road  
Eaglescliffe  
Stockton-on-Tees, England

*Re: New Du Pont Applications*

Dear Mr. Stopford:—

We are enclosing herewith one copy of each of the following new Du Pont applications:

| <i>DK Case</i> | <i>Ser. No.</i> | <i>Filed</i>    |
|----------------|-----------------|-----------------|
| 126            | 338,381         | June 1st, 1940  |
| 127            | 338,384         | June 1st, 1940  |
| 128            | 346,370         | July 19th, 1940 |
| 129            | 354,801         | Aug. 30th, 1940 |

We are not inclined to regard these cases as being of any fundamental importance. In due course, please advise us whether you would like corresponding applications filed.

Yours very truly,

TITAN COMPANY, INC.

CFK:JL

c.c. Mr. C. F. Garesché

Mr. S. Andersen



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**Exhibit 974**

Letterhead of

**BRITISH TITAN PRODUCTS COMPANY  
LIMITED**

CJS/SL/2670

17th September 1941

REGISTERED

Titan Company Inc.,  
111, Broadway,  
New York, N.Y.

Dear Sirs,

*PENDING U.S. APPLICATIONS OF E. I. DU  
PONT DE NEMOURS & CO.*

With reference to your letter of April 14th, and to the  
copies of the following U.S. applications belonging to Du  
Pont de Nemours which were enclosed with that letter:

| <i>DK. Case</i> | <i>Ser. No.</i> | <i>Filed</i>    |
|-----------------|-----------------|-----------------|
| 126             | 338,381         | June 1st, 1940  |
| 127             | 338,384         | June 1st, 1940  |
| 128             | 346,370         | July 19th, 1940 |
| 129             | 354,801         | Aug. 30th, 1940 |

Please note that we are not interested in obtaining licences  
in any of these patent cases, but we should like to be given  
an opportunity to reconsider any of these cases in which  
Du Pont de Nemours might themselves file applications

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*Exhibit 974*

within our territory, with a view to a non-exclusive licence,  
without any restriction on Du Pont as to licensing other  
firms.

Yours truly,

FOR BRITISH TITAN PRODUCTS CO. LTD.

C. J. STOPFORD

C. J. Stopford,

Director and General Manager.

3234

3247

**Exhibit 975**

Letterhead of  
**TITAN CO. A/S**  
PATENT DEPT.

Fredrikstad, May 13th, 1941.

*HH No. 217.*

National Lead Company,  
Patent Department,  
111 Broadway,  
New York City.

*Attention: Mr. Kaegebehn.*

Dear Sirs:—

*DK-36 Dutch Patent Application No. 90.864.*

We are pleased to inform you herewith that a patent has been granted on the above application and is numbered  
**50.404.**

The patent stands in the name of E.I. du Pont de Nemours & Company, and the term of the patent is 18 years from April 17th, 1941.

We will send you a copy of the printed specification as soon as available, in order that you may pass it on to du Pont.

Yours very truly,

**A. RAVNESTAD**

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Exhibit 976

TITAN CO.  
PATENT DEPARTMENT  
FREDRIKSTAD

June 23rd, 1941.

HH. No. 241.

National Lead Company,  
Patent Department,  
111 Broadway,  
New York City.

Attention: Mr. Kaegebehn.

Dear Sirs:—

DK-36 Dutch Patent No. 50.404.

Further to our letter No. 217 of May 13th, 1941 we enclose herewith a copy of the printed specification issued in the above case, and would ask you to kindly pass it on to du Pont.

Yours very truly,

A. J. RAYNESTAD

Encl.

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3249

Exhibit 977

June 26th, 1941

Letter No. 108K

Mr. Andreas Ravnestad  
c/o Titan Co. A/S  
Fredrikstad, Norway

Re: Case DK 36—Dutch Pat.  
Appln. No. 90,864

Dear Mr. Ravnestad:—

We acknowledge with thanks receipt of your letter of May 13th, 1941, informing us that a patent has been granted in the above identified Dutch application, bearing the number 50.404, standing in the name of Du Pont for a term of 18 years from April 17th, 1941. We have passed this information on to Du Pont and shall also forward them a copy of the printed specification as soon as it is received.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

c.c. Mr. S. Andersen

3250

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Exhibit 978

June 26th, 1941

John P. Hancock, Esq.  
Patent Div. — Legal Dept.  
E. I. Du Pont de Nemours & Co.  
Wilmington, Delaware

*Re: Case DK 36 — Your Case 873-K  
Dutch Pat. Appl. No. 90.864*

Dear Mr. Hancock:—

We have just been informed that a Dutch patent has been granted in the above identified case, bearing the number 50.404, standing in the name of E. I. Du Pont de Nemours & Co. The term of this patent is 18 years from April 17th, 1941.

As soon as we receive a printed copy of the specification, we shall pass it on to you.

Yours\*very truly,

TITAN COMPANY, INC.

CFK:JL



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3251

Exhibit 979

August 7, 1941

John P. Hancock, Esq.  
Patent Division — Legal Department  
E. I. Du Pont de Nemours & Company  
Wilmington, Delaware

Dear Sir:

*Re: Case DK 36 — Your Case 873-K  
Dutch Pat. Appl'n No. 90,864*

Supplementing our letter of June 26th, we are pleased to enclose herewith a photostatic copy of the printed specification issued in the above-identified case.

Very truly yours,

TITAN COMPANY, INC.

CFK:JM

Enclosure

3252

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Exhibit 980

Letterhead of

KAGAKU TOKKYO JIMUSHO

Tokyo. 11th July 1941.

Messrs. Titan Company Inc.,  
Patent Department, Mr. Kaegebehn  
111 Broadway

New York

Dears Sirs,

*Re Sublicences on DK-Patents 16-49*

Please find enclosed a copy of the Declaration, dated May 17th 1941. The Original of this declaration, bearing the signature of Messrs. Titan Kogyo Kaisha, Ltd., Tokyo, we have sent to the address of I. G. Leverkusen.

Messrs. Titan Kogyo Kaisha, Ltd., Tokyo, specially asked us to inform you that they expect that the licensed DK-patents will not be abandoned by patent-owners without first having such cases submitted and decided by Titan Kogyo.

In order to be sure that this is done, Titan Kogyo wishes to have a corresponding paragraph inserted in future cases similar to the § 6 of the Cross License Agreement between Du Pont and Titan Comp. Inc.

We are, dear Sirs,

Yours faithfully,

KAGAKU TOKKYO JIMUSHO

*c.c. Leverkusen.*

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3253

Exhibit 981

October 6th, 1941

Kagaku Tokkyo Jimusho  
Kojimachi-ku, Maru-No-Uchi  
3-Chome No. 6  
Naka 2-Gokan  
Tokyo, Japan

*Re: Sublicenses on DK Patents DK 16-49*

Gentlemen:—

We have your letter of July 11th, 1941 regarding licenses under DK cases.

We do not see how it will be possible for the patent owners to abandon DK cases in Japan. As we understand the situation, you will supervise the paying of the annual taxes and will only pay those taxes when authorized to do so by Titan Kogyo. It is only when Titan Kogyo no longer desires to maintain the patent that the obligation exists to so advise the patent owners in order that they may, if they elect to do so, maintain the patent on their own behalf.

Yours very truly,

TITAN COMPANY, INC.

CFK:JL

3254

3241

Exhibit 982

Letterhead of  
TITAN COMPANY, INC.

August 19th, 1941

J. P. Hancock, Esq.  
Legal Dept.—Pat. Div.  
E. I. Du Pont De Nemours & Co.  
Wilmington, Delaware

*Re: Your Case 911-K—Our Case  
DK 56—Japanese Application*

Dear Mr. Hancock:—

Pursuant to our letter of May 21st, 1941, we enclose herewith copy of the printed Japanese application in the above identified case, which has just come into our possession.

Yours very truly

TITAN COMPANY, INC.

C. F. KAEGERBEHN

CFK:JL

Enc: 1

3242

Exhibit 983

Letterhead of  
TITAN COMPANY, INC.

August 22nd, 1941

J. P. Hancock, Esq.  
Patent Dept. Legal Div.  
E. I. Du Pont de Nemours & Co.  
Wilmington, Delaware

*Re: Your case 900-K (DK 51)*  
*French Pat. Appln. No: 447,629*

Dear Mr. Hancock:—

We have just been advised that a patent has been granted in the above identified French application, bearing the number 856,227.

The patent stands in the name of E. I. Du Pont de Nemours & Co. and the term of the patent is 20 years from June 15th, 1939.

As soon as we receive copy of the printed specification, we shall pass it on to you.

Yours very truly,

TITAN COMPANY, INC.

C. F. KAEGEBEHN

CFK:JL

3256

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Exhibit 984

Letterhead of

TITAN COMPANY, INC.

August 22nd, 1941

J. P. Hancock, Esq.  
Patent Div. — Legal Dept.  
E. I. Du Pont de Nemours & Co.  
Wilmington, Delaware

*Re: Your Case 911-K (DK 56)*

*French Pat. Appl. 448,676*

Dear Mr. Hancock:—

We have just been advised that a patent has been granted in the above identified French application, bearing the number 857,473.

The patent stands in the name of E. I. Du Pont de Nemours & Co. and the term of this patent is 20 years from July 7th, 1939.

As soon as copy of the printed specification is received, we shall pass it on to you.

Yours very truly,

TITAN COMPANY, INC.

C. F. KAEGEBEHN

CFK:JL



3244

3257

Exhibit 985

Letterhead of

TITAN COMPANY, INC.

August 22nd, 1941

J. P. Hancock, Esq.  
Pat. Div. Legal Dept.  
E. I. Du Pont de Nemours & Co.  
Wilmington, Delaware

*Re: Your Case 888-K (DK 52)*  
*French Pat. Appln. No. 447,906*

Dear Mr. Hancock:—

We have just been advised that a patent has been granted in the above identified French application, bearing the number 856,691.

The patent stands in the name of E. I. Du Pont de Nemours & Co. and the term of the patent is 20 years from June 21st, 1939.

As soon as copy of the printed specification is received, we shall pass it on to you.

Yours very truly,

TITAN COMPANY, INC.

C. F. KAEGBEHN

CFK:JL

3258

3245

Exhibit 986

Letterhead of  
TITAN COMPANY, INC.

August 22nd, 1941

J. P. Hancock, Esq.  
Pat. Div.—Legal Dept.  
E. I. Du Pont de Nemours & Co.  
Wilmington, Delaware

*Re: Your Case 912-K (DK 61) French Pat.  
Appln. No. 163*

Dear Mr. Hancock:—

We have just been advised that a patent has been granted in the above identified French application, bearing the number 860,301.

The patent stands in the name of E. I. Du Pont de Nemours & Co. and the term of the patent is 20 years from September 19th, 1939.

As soon as we receive copy of the printed specification, we shall pass it on to you.

Yours very truly,

TITAN COMPANY, INC.

C. F. KAEGEBEHN

CFK:JL

3246

3259

Exhibit 987

Letterhead of  
TITAN COMPANY, INC.

August 27th, 1941

J. P. Hancock, Esq.  
Patent Div.—Legal Dept.  
E. I. Du Pont De Nemours & Co.  
Wilmington, Delaware

*Re: Cases 900-K—888-K—912-K—911-K  
Our Cases DK 51, DK 52, DK 61, DK 56*

Dear Mr. Hancock:—

In answer to our letters of August 22nd, in the above identified cases, we are pleased to enclose herewith printed specifications of the recently issued French patents, as follows:

Case 900-K — French Pat. No. 856,227

Case 888-K — French Pat. No. 856,691

✓ Case 912-K — French Pat. No. 860,301

Case 911-K — French Pat. No. 857,473

Yours very truly,

TITAN COMPANY, INC.

C. F. KAEGEBEHN

CFK:JL

Encs. 4

3260

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Exhibit 988

October 9th, 1941

Mr. C. J. Stopford  
British Titan Products Co., Ltd.  
Burlington House, Yarm Road  
Eaglescliffe, Stockton-on-Tees  
England

*In Reply to Your Letter No. 2670*

*Re: Pending U. S. Applications of Du Pont*

Dear Mr. Stopford:—

We acknowledge with thanks receipt of your letter of September 17th, 1941. We note that you do not wish any applications filed in the following applications:

*DK case*

*Ser. No.*

126

338,381

127

338,384

128

346,370

129

354,801

There is very little possibility that Du Pont will file patent applications in these cases in any countries in B. T. P.'s territory.

Yours very truly,

TITAN COMPANY, INC.

CFK:JL

3248

3261

Exhibit 989

Letterhead of  
TITAN COMPANY, INC.

January 7th, 1942

John P. Hancock, Esq.  
Patent Div.—Legal Dept.  
E. I. Du Pont de Nemours & Co.  
Wilmington, Delaware

*Re: Your Case 911-K—Our Case DK 56  
French Patent Application No. 448,676*

Dear Mr. Hancock:—

We have been advised that a patent has been granted in the above identified French application, bearing the number 857,473.

The patent stands in the name of E. I. Du Pont and the term of the patent is twenty years from July 7th, 1939. Copy of the printed specification will be sent you as soon as it is received by us.

Yours very truly,

TITAN COMPANY, INC.

C. F. KAEGERBEHN

CFK:JL

3262

3249

Exhibit 990

Letterhead of

TITAN COMPANY, INC.

January 7th, 1942

John P. Hancock, Esq.  
Patent Div. Legal Dept.  
E. I. Du Pont de Nemours & Co.  
Wilmington, Delaware

*Re: Your Case 912-K—Our Case DK-61  
French Patent Application No. 163*

Dear Mr. Hancock:—

We have been advised that a patent has been granted in the above identified case and is numbered 860,301.

The patent stands in the name of E. I. Du Pont and the term of the patent is twenty years from September 19th, 1939. Copy of the printed specification will be sent you as soon as it is received by us.

Yours very truly,

TITAN COMPANY, INC.

C. F. KAEGEBEHN

CFK:JL



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3263

Exhibit 991

Letterhead of  
TITAN COMPANY, INC.

January 7th, 1942

John P. Hancock, Esq.  
Patent Div.—Legal Dept.  
E. I. Du Pont de Nemours & Co.  
Wilmington, Delaware

Re: Your Case 900-K—Our Case DK 51 French  
Patent Application No. 447,629

Dear Mr. Hancock:

We have been advised that a patent has been granted  
in the above identified case and is numbered 856,227.

This patent stands in the name of E. I. Du Pont for the  
term of 20 years from June 13th, 1939. Copy of the printed  
specification will be sent you as soon as it is received by us.

Yours very truly,

TITAN COMPANY, INC.

C. F. KAEGBEHN

CFK:JL

3264

3251

**Exhibit 992**

Letterhead of  
**TITAN COMPANY, INC.**

January 7th, 1942

John P. Hancock, Esq.  
E. I. Du Pont de Nemours & Co.  
Pat. Div.—Legal Department  
E. I. Du Pont de Nemours & Co.  
Wilmington, Delaware

Re: Your Case 888-K—Our Case DK-52 French  
Patent-application No. 447,906

Dear Mr. Hancock:—

We have been advised that a patent has been granted  
in the above identified application and is numbered 856,691.

The patent stands in the name of E. I. Du Pont and the  
term of the patent is twenty years from June 21st, 1939.  
Copy of the printed specification will be sent you as soon  
as it is received by us.

Yours very truly,

**C. F. KAEGBEHN**

CFK:JL

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3252

Exhibit 993

Copy for Mr. MacCarty

Gj/KL

March 14, 1927.

Titanium Pigment Co., Inc.,  
New York.

Gentlemen,

The Fuji Paint & Varnish Mfg. Co., Ltd., Kawasaki, near Yokohama, which is working for the introduction of Titanium White in Japan, it seems with an activity which demands respect, has telegraphed us as follows:

"Leading Paint Company here lately advertised for sale Titan paint in the name of "Titanox" Furthermore it is rumoured they have ordered 50 tons material Are afraid that they have managed to buy from America Ascertain from Titan Co. New York and take steps to protect our interest urgently if it is true."

We shall appreciate any information you can acquire regarding this, and trust that you will be able to stop the export to Japan.

Yours very truly,

TITAN Co. A/S.

G. JEBSEN

pr.pr.

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Exhibit 994

September 2, 1927

Dr. G. Jebsen, Managing Director  
Titan Company A/S  
Frédriksstad, Norway

Dear Dr. Jebsen:

The Titanium Pigment Company has had several inquiries recently for pure titanium oxide such as we sell to the trade in this country. These inquiries are mainly for shipment to Australia.

I see no reason why we should not make these shipments for the account of the Titan Company if it has your approval. We are charging the trade 40¢ per pound for this material, and would charge the same to Australian buyers if it met with your approval allowing some margin or commission to the Titan Company.

The Titanium Pigment Company are sending you copies of the correspondence so that you will have it before you when you get this letter. Will appreciate your advice.

Yours very truly,

Vice President

Copy to Mr. Meredith

" sent to Paris 9/14/27

3254

3267

Exhibit 995

February 16, 1929

Mr. Otto Klein  
Pardubitz  
Austria

Dear Sir:

We are in receipt of your favor of January 30th, but have to advise you that we are not in a position to make an agency arrangement with you.

Thanking you for your interest, we are,

Yours very truly,

Vice President

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Exhibit 995

Letterhead of  
OTTO KLEIN

Pardubitz, den 30 Januar 1929

*Titl.*

*National Lead Co., Inc.,  
111 Broadway, New York City.*

Cestutzt auf die Empfehlungen der "The National City Bank of New York" bitte ich Sie mir die Vertretung Ihres werten Hauses für die Gesamtgebiete unserer, eventuell auch der benachbarten Republik Oesterreich zu übertragen.

Meine reichen Erfahrungen und Beziehungen als ehemaliger Bankdirektor, meine profunden Kenntnisse angeführter Wirtschaftsgebiete, versetzen mich in die Lage vollauf befriedigende Resultate zu erzielen.

Einer günstigen Entscheidung entgegensehend, zeichne ich

Hochachtungsvoll

Referenzen:

OTTO KLEIN

Direktionen der Anglobank in Pardubic  
der Böhm. Kommerzialbank in Pardubic und  
des Bankvereines in Pardubic

Mr. McCarty

This man wishes  
to become our agent for  
Austria Suggest sending  
letter to Dr. Jebesen.

ASW

Mentions no definite article



3256

3269

Exhibit 996

February 27, 1929.

Mr. Arthur Schiffrs  
Wien 18/1, Schulgasse Wr. 18  
Austria

Dear Sir:

Replying to your letter of the 14th of February would advise that at the present time we are not interested in establishing our business in Austria.

Yours very truly,

W. C. BESCHORMAN  
Vice President.

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Exhibit 996

Letterhead of

ARTHUR SCHIFFERES

Titl. Mr. Warshow;  
National Lead Co.

New-York.  
111 Brodway

Mit Heutigem gestatte ich mir die nöfl. Anfrage, ob Sie geneigt wa. el mir die Vertretung Ihres hochgesch. Hauses zu übergeben, indem ich mir erg. zu bemerken erlaube, das ich seit 27 Janrel am Wiener-Platze als protokollierter Kaufmann bestehe und bei den in Betracht kommenden Industrien bestens bek und eingeführt bin.

Inre gesch. Nachrichten umgehend verbittend, zeichn ich

hochachtungsvoll

ARTHUR SCHIFFERES

Wishes to represent The Nat. Lead Co. in Austria.  
Has been a merchant of high repute for 27 yrs.

3258

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Exhibit 997

Letterhead of

TITAN COMPANY, INC.

GJ/AK

Paris, May 14th 1930.

Titanium Pigment Company, Inc.  
60 John Street  
New York

Dear Sirs,

We acknowledge receipt of your favours of May 1st re the inquiry from the Dunlop Rubber Shoe Co, Australia, and of April 21st regarding sales to Manila and beg to refer to the writer's letter of May 16th last year, concerning sales to the Philippine Islands. As no reply to this letter has been received, we have presumed that you intend to keep the Philippine Islands as part of your territory in accordance with the agreement of July 1920. Please let us know whether or not we are right in this presumption.

For the case of future inquiries for titanium products from our territory, we beg to recall that, according to the agreement of July 1920 and subsequent agreements, the whole territory outside of Titanium Pigment Co's is dealt with by the Titan Co. Inc. (which has subrogated Titan Co A/S and which represents these territories towards Titanium Pigment Co.)

The Titan Co. Inc. has given a license to

*Titangesellschaft m.b.H.* for the following countries:

Germany, Russia, Austria, Hungaria, Czechoslovakia, Switzerland, Roumania, Servia-Croatia-Slavonia, Bulgaria,

3272

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*Exhibit 997*

Greece, Turkey, Japan, China, Spain, Poland and Portugal;  
and to

*Société Industrielle du Titane* for France, Colonies, Protectorates and Dependencies.

The sales in these respective countries are conducted by these two companies and for all other countries of the territory of Titan Co. Inc. the sales are done through its general agent

*Titan Co. A/S*, respectively this company's representatives in the various countries.

We beg you therefore in case of inquiries to refer to the one of the three above mentioned companies which works the market from which the inquiry has come, and inform the respective company correspondingly. For the sake of order and control, we should appreciate that you at the same time send copies of the correspondence to our office, addressed until further notice to:

Dr. G. Jebsen

26 Rue de la Pépinière

Paris.

We beg at the same time to recall that Titan Co. Inc. acts as your agent under the agreement of 1920, in case of any sale from you to the above mentioned three companies or anybody else outside of your territory, and be you therefore, in a possible event of such nature, to address yourselves to Dr. G. Jebsen, 26 Rue de la Pépinière, Paris. Excluded from this are, of course, deliveries to R.W. Greeff & Co and Titan Co A/S for those materials regarding

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• *Exhibit 997*

which arrangements already have been made for direct settlement.

For your information we enclose a list of the agents and representatives which are working in the various markets for the companies which operate that market.

Yours very truly,

G. JEBSEN

Exhibit 997

## TITANGESELLSCHAFT m.b.H.'s REPRESENTATIVES &amp; AGENTS

*General Agent:* I. G. Farbenindustrie Aktiengesellschaft,  
Verksufsgemeinschaft Chemikalien Abt.V. Frank-  
furt a.M.

Gutleutstrasse 31.

Subagents of I. G. Farbenindustrie Akt.Ges. for titanium  
products.

*Switzerland:* Emil Vogel, Zürich, 8, Kreuzplatz-Ottenweg  
30.

*Germ. Austria:* "Detag", Deutsche Teerfarben-und Chemi-  
kalien Handels A. G., Vienna IV/1; Wiedner Haupt-  
str. 23/25/.

*Czechoslovakia:* "Tefa" Teerfarben-und Chemikalien-Han-  
dels A. G., Reichenberg, Neisse-gasse 6a, with branch  
offices *Preg II*, Vaelayske nam 53 and *Brünn*, Beeth-  
ovengasse 4.

*Hungary:* "Budanyl" Farbenverkaufs A. G., Budapest 62,  
Fickberlö

*Roumania:* "Romanil" Aktiengesellschaft für Teerfarben-  
und Chemikalien-Handel, Bucarest, Boulevardul Dom-  
nitei 3/5

*Servia-Croatia-Slavonia:* "Juganyl" k.d., Belgrad, Sarajev-  
ska 6c

*Poland:* Dobrowolski, Fulde i Ska, Warsaw, Bielanska 16,  
The whole correspondence with these agents should,  
according to agreement, pass through



## Exhibit 997

Anilinchemie Aktiengesellschaft, Vienna IV/1,  
Wiedner Hauptstrasse 23/25, Austria.

Bulgaria: Verkaufsgesellschaft Deutscher Anilinfarben,  
Sofia Rakowskastr.111

Greece: Jenny & Vock, Salonica, B.P. 19.

Nic. Sternhauer & Co, Athens, r. Pandrossou-Kapni-  
karea Stoa Stathi 7.

Turkey: C. Fröhlich, Stambul, Kendros-Han 6-8

China: Siemmsen & Co; Shanghai.

Japan: Doitsu Senryo Gomei Kaisha, Tokyo, Kojimachi-  
Ku, -Maruno-uchi, Nakadori 2

Russia: Igerussko Handelsgesellschaft m.b.H.; Berlin NW7  
Dorotheenstrasse N° 35

Spain: Union Quimica y Lluç S.A. Seccion Productos  
Quimicos, Barcelona, Paseo de Gracia 51

Portugal: Sociedade de Anilinas Lda, Porto, Rua Jose Fal-  
cao 199

## SOCIÉTÉ INDUSTRIELLE DU TITANE, PARIS

Agent

France  
Colonies  
Protectorates  
Dependencies

Anciens Etablissements P. Gilbert & Cie,  
Paris 9 23 Rue Ballu.

3276

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Exhibit. 998

No. 419

Letterhead of  
TITAN CO. A/S

GJ/AK

Paris, January 6th 1932.

Evans McCarty. Esq.  
Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. McCarty,

For your files, I enclose copy of an enquiry from Messrs.  
Chas. A. Pfeifferberger, Ph.D., 8508—90th Street, Wood-  
haven—New York,—with copy of our reply.

Yours very truly,

G. JENSEN

Copy to Mr. Cornish.

3264

3277

Exhibit 998

Letterhead of.

CHAS. A. PFEIFFENBERGER, PH.D.

December 15th, 1931.

Titan Co A/S Frederickstad, Norway

Dear Sirs:

*Attention of the Directors:*

We have just learned that you have a German patent for the manufacture of titanium pigments and we wish to inform you hereby that we are very much interested in these products.

We may add that we wish to take up such processes in collaboration with a chemical factory associated with our concern.

We look forward, therefore, to details concerning this process; the information required concerning the necessary patents and patent applications, license on the most favorable basis, apparatus; costs of the plant, manufacturing costs, yields, advantages, information where the process is being worked, etc. Is a patent for this process also applied for in the United States or can this still be done?

At the same time we ask that you give us power of attorney so that we can make a contract according to your wishes.

Assuring you of a mutually confidential and profitable business consummation, we are, with best regards

Respectfully yours

CHAS. A. PFEIFFENBERGER, PH.D.

CAP:OL

translated by H. Espenschied  
January 23, 1932

3278

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Exhibit 998

GJ/AK

..... Paris, January 6th 1932.

Dr. G. Jebsen  
26 Rue de la Pépinière.

Messrs. Chas. A. Pfeifferberger, Ph.D.  
8508—90th Street  
Woodhaven—New York.

Dear Sirs,

We acknowledge receipt of your favour of December 15th and beg to inform you that we have a license arrangement with the Titanium Pigment Company, Inc., 60 John Street, New York,—so we are not at liberty to make use of your offer.

Yours very truly,

TITAN CO. A/S

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8279

No. 59

Exhibit 999

Letterhead of  
TITAN COMPANY, INC.

Paris, February 28th 1934.

GJ/AK

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

J I.G. Farbenindustrie, Frankfurt, asks me if the Titanium Pigment Co. or Dupont make deliveries at their inland prices to American wholesale dealers, who, with or without the manufacturers' knowledge, may export the product. In the latter months the I.G. has been informed of export offers from Japan, as well as European countries, for instance Portugal, at prices which are to quite some extent below Titangesellschaft's usual quotations, and indications are that these competitive offers are based on American Titanium Oxide.

I.G. begs also to be informed of the prevailing prices in U.S.A.

I should be much obliged for all information you can send me on this subject.

You will appreciate that competition from U.S.A. will only lead to a lowering of Titangesellschaft's prices with correspondingly less profit for all of us, and that it is desirable to exercise an efficient control in this question.

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*Exhibit 999*

I will tell the I.G. that they can be assured that both Dupont and the Titanium Pigment Co. will look after this matter, but a letter from you to me in this connection will certainly be appreciated.

With kindest regards,

Yours very truly,

G. JEBSEN



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Exhibit 1000<sup>3</sup>

March 15, 1934.

Dr. G. Jebsen, Vice President  
Titan Company, Inc.  
26 Rue de la Pepiniere  
Paris, France.

Dear Dr. Jebsen:

Replying to your letter of February 28th, # 59, regarding inquiry from I. G. Farbenindustrie as to whether Titanium Company or DuPont make deliveries at inland prices to wholesale dealers, beg to advise that neither of us sell any of our product through dealers; all of our trade is direct with manufacturers and users. Occasionally we receive inquiries from dealers, but in no case do we make a sale to them unless we know exactly where it is going. As a result of this policy there can be no possibility of anything being exported from here without our knowledge.

I am enclosing you one-half dozen of our U.S.A. price lists on Titanium products.

Yours very truly

Executive Vice President.

3282

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Exhibit 1001

Letterhead of  
TITAN COMPANY, INC.

Paris, May 29th 1934.

GJ/AK

William C. Beschorman, Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

Enclosed I send you copy of a letter from I.G. Farben-  
industrie of May 25th, with translation, which speaks for  
itself.

I shall much appreciate a reply to the same, so that I  
can inform the I.G. accordingly.

With kindest regards,

Yours very truly,

G. JEBSEN

3270

Exhibit 1001

I.G. Farbenindustrie Akt.Ges.  
Verkaufsgemeinschaft Chemikalien

*Translated from German.*

Frankfurt, May 25th 1934.

Dr. G. Jebsen  
c/o Titan Comp. Inc.  
Paris  
26 Rue de la Pépinière

Re: "Kronos Titanium White / China.

Dear Dr. Jebsen,

Our Chinese representatives, the firm Siemssen & Co., Shanghai, inform us under date of April 4th, that the cheap American Titanium White offers already mentioned by us in our letter of March 29th have now been made also in Shanghai and Hankow. The product is stated to be sold through the firm Melchers. We are further informed that the National Lacquer & Paint Products Co., Hongkong, gets Titanium White from a dealer in New York at the price of U.S.A. \$cents 6 per lb., that is USA \$13.20 per 100-Kg. fob shipping port, and that we would lose our business established with much difficulty if we do not adapt our sales quotations to the competitive prices. We were therefore obliged to give our representative the following prices:

|  |             |
|--|-------------|
| For Kronos Titanium White Standard A and T | FFrs. 255.— |
| " " " " Extra T                            | " 480.—     |
| " " " " Titanium Dioxide                   | " 700.—     |

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*Exhibit 1001*

*per 100 Kg. incl. original casks cif Shanghai.*

For Kronos Titanium White Standard A in paste, we fixed the quotation at

*FFrs. 328.0 per 100 Kg. cif Shanghai incl. tin packing of 28 lbs. content.*

In order that our Chinese business should not continue to be disturbed by American dealers, we may ask you to please again request the National Lead Co., as well as Dupont, to prevent such offers by imposing corresponding obligations on the American exporters. We already have to compete in China with the cheap Japanese White Paints industry and would be much obliged if you could eliminate these low price-offers from American firms.

Yours very truly,

I. G. FARBENINDUSTRIE AKTIENGES.

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Exhibit 1001

Letterhead of

I. G. FARBENINDUSTRIE  
AKTIENGESELLSCHAFT

Herrn  
Dr. G. Jebsen,  
i.Fa. Titan Comp. Inc.,  
Paris 8e  
26, Rue de la Pepinière

Abt. V K/Sch.

25. Mai 34

"KRONOS" Titanweiss / China.  
Sehr geehrter Herr Dr. Jebsen.:

Unsere chinesische Vertretung, die Firma Siemssen & Co., Shanghai, berichtet uns unterm 4. vr. Mts., dass nunmehr auch in Shanghai und Hankow die Ihnen bereits mit unseren Schreiben vom 29. März aufgegebenen billigen amerikanischen Titanweiss-Offerten angetroffen wurden und zwar soll das Produkt durch die Firma Melchers vertrieben werden. Weiterhin wurde uns mitgeteilt, dass die National Lacquer & Paint Products Co., Hongkong, Titanweiss von einer Händlerfirma in New York zum Preise von USA \$cents 6 per lbs, das sind USA \$ 13.20 per 100 kg fob Verschiffungshafen erhalte und dass wir unsere seither mit grosser Mühe aufgebautes Geschäft verlieren würden, wenn wir unsere Verkaufsmotivierungen nicht den Konkurrenzpreisen anpassen würden. Wir haben uns daher gezwungen gesehen, unserer Vertretung folgende Notpreise anhand zu geben:

|  |             |
|--|-------------|
| Für "KRONOS" Titanweiss Standard A und T | ffrs. 255.— |
| " " " Extra T                            | " 480.—     |
| " " Titandioxyd                          | " 700.—     |

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Exhibit 1001

*per 100 kg einschliesslich Originalfässer cif Shanghai.*

Für "KRONOS" Titanweiss Standard A in Paste  
setzten wir die Verkaufsnotierung auf

*ffrs. 328.—per 100 kg cif Shanghai einschl. Blechpackun-  
gen von 28 lbs Inhalt fest.*

Abt.V K/Sch. 25.5.34 2

Damit unser chinesisches Geschäft nicht weiterhin von  
amerikanischer Händlerseite aus beunruhigt wird, möchten  
wir Sie hiermit nochmals höflichst bitten, die National Lead  
Comp. sowie Dupont zu ersuchen, derartige Angebote durch  
entsprechende Verpflichtungen der amerikanischen Ex-  
porteurs unmöglich zu machen. Wir haben in China schon  
sowieso gegen die billigen japanischen Weissfarbenindustrie  
anzukämpfen und wären Ihnen zu Dank verbunden, wenn  
Sie uns die Unterbietungen seitens amerikanischer Firmen  
fernhalten könnten.

Hochachtungsvoll

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT



3274

3287

**Exhibit 1002**

June 8, 1934

Letter No. 83

Dr. G. Jebsen,  
Titan & Co.,  
26 Rue de la Pepiniere,  
Paris, France.

Dear Dr. Jebsen—

I have your letter of May 29th, addressed to Mr. Beschorman, and transmitting copy of letter from I. G. Farbenindustrie, in which they comment upon prices made on titanium white by New York sellers, for shipment to China. The price named, 6¢ per pound, is Titanium Pigments Co. minimum to the trade, carload lots (1% discount for each ten days). If, therefore, a New York seller is offering at that figure for shipment to China or elsewhere, he would be doing it without profit.

Apparently I. G. Farbenindustrie has adjusted their price to meet this 6¢ figure. It should be the absolute bottom, and it is rather difficult to understand why a seller should go that low. *However, it would not be possible for us to impose restrictions upon exporters.* A purchaser from Titanium Pigments Co. can sell to whom he will, and there is no legal method by which we could prevent him. I. G. Farbenindustrie, however, should be able to control the business, if they make a price with which offers at 6¢, f.o.b. U.S. shipping ports would be non-competitive.

Trusting that this will clear up the situation for you,

Yours very truly,

President

3288

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Exhibit 1003

Letterhead of

TITAN COMPANY, INC.

GJ/AK

Paris, June 26th 1934

F. M. Carter Esq.  
President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Carter,

*Re sale to China.*

Many thanks for your letter of June 8th.

I.G. Farbenindustrie have, as you point out, adjusted their price. They felt this to be necessary in view of the American offers.

Although recognizing that a too great difference in prices will lead to "bootlegging" in the titanium pigment trade, it is of considerable importance to endeavour to prevent a trespassing of the frontiers of the various territories allotted to the different companies. I have always, towards our friends here, emphasized this policy, which was laid down in the agreement of 1920 as well as the successive agreements. This is of reciprocal interest, and during the years passed, in which export, for instance to Canada from Europe, could have taken place, we have prevented this.

The fault of a legal method to prevent export of goods once delivered exists also in the countries on this side. It is, however, possible to stop deliveries to such customers. All

*Exhibit 1003*

our invoices contain a stipulation that export of the goods is not allowed, and in contracts for deliveries over a period we reserve the right to cease deliveries in case goods received are exported. We have been able in this way to maintain the lines drawn for each company's territory.

In the case of China the I.G. Farbenindustrie have gone to the trouble and found out the name of the American exporter. Can it not be made clear to him, that such export must not take place, otherwise deliveries to him will be stopped? Is there any objection to this, so serious that it weighs more than the above principle and the obligations once undertaken by the Titanium Pigment Co.?

It would be very regrettable if the Titanium Pigment Co. should not take the same interest in these matters as over here, particularly as in the eyes of our European friends its organisation is identical with the National Lead Co.

With kind regards,

Yours very truly,

G. JEBSEN

P.S.—I enclose copy of Article 3 of the Agreement between the British Titan Products Co. and R.W. Greeff & Co., as an example of the attention we pay to this matter over here.

The condition re export by the customers to the American Continent of Titanium products in a bona fide manufactured form goes beyond the conditions stipulated in the 1920 agreement, in order to be on the safe side. It will of course be impossible to prevent entirely such export neither from your side nor from ours, but the condition has been

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*Exhibit 1003*

put in, in order to have a free hand towards our agents in case of necessity.

P.P.S.—*Quotation from I.G.'s letter of May 25th:*

“The product is stated to be sold through the firm  
“Melchers. We are further informed that the  
“National Lacquer & Paint Products Co., Hong-  
“kong, gets Titanium White from a dealer in New  
“York.”

*Exhibit 1003*

EXTRACT OF THE AGREEMENT BETWEEN BRITISH TITAN  
PRODUCTS COMPANY LTD. AND R.W. GREEFF &  
COMPANY LTD. MARCH 10TH 1933.

3. The Agents shall not sell Titan products for export outside the Agents' territory, nor shall the Agents enter into any contract providing for the delivery of more than fifty tons of Titan products to any one customer at any one time without imposing the above-mentioned restrictions on any such customer and reserving the right to cancel all future deliveries on the breach of the said restrictions by any such customer and upon being called upon by Manufacturers will exercise such right of cancellation. Nothing contained in this clause shall prevent the export to any part of the world by the customers of Titan products in a bona fide manufactured form except that Titan products in any form shall not be exported by the customer to the American Continent north of the Panama Canal and islands adjacent thereto.

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Exhibit 1004

Letterhead of  
TITAN COMPANY, INC.

No. 85

Paris, July 5th 1934.

GJ/AK

William C. Beschorman Esq.  
Park Lane Hotel  
Piccadilly  
London W.I.

Dear Mr. Beschorman,

In accordance with our conversation, I have herewith the pleasure to send you my letter to Mr. Carter of June 26th, concerning export from U.S.A. to China, which you kindly would hand Mr. Carter personally, with your comments.

With kindest regards,

Yours very truly,

G. JEBSEN



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Exhibit 1005

September 4, 1934.

INTER-OFFICE CORRESPONDENCE

TITANIUM PIGMENT COMPANY, INC.

111 BROADWAY, NEW YORK

SUBJECT,

To Mr. W. C. Beschorman, Vice President,  
National Lead Company, Building.

FROM I. D. Hagar, Eastern Sales Manager,  
New York Office.

REFERENCE

Dear Mr. Beschorman:

Complying with your instructions, I have checked up on the three broker customers who purchased TITANOX-B from us in the first six months of this year, and have questioned them regarding their offering of Titanium pigment for shipment to China. They report as follows:

*H. Kohnstamm & Company.* Interviewed both Mr. Kohnstamm and Mr. Castellano. They claim that 10,300 pounds of TITANOX-B was none of it resold in dry form, all of it being incorporated with various oils in paste form, and most of this paste sold in the domestic market. They are very emphatic in their statement that they do not resell any Titanium pigments in dry powdered form.

*Smith Chemical & Color Co., 55 John St., Brooklyn.* Both Mr. Smith and his associate states that all of the TITANOX-B bought by them was resold to small paint manufacturers, some of whom were accounts to which

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*Exhibit 1005*

we would not extend satisfactory credit. They state that everything sold by them has been disposed of in the local market, and that the price was well above 6¼¢ per lb., which was the figure paid by them to us.

*Dooner & Smith Chemical Co., Newark.* The 300 lbs. of TITANOX-B which they bought was sold in small quantities to cosmetic concerns, all of them situated in the local territory. None of it has been offered by them for sale abroad.

Yours very truly,

TITANIUM PIGMENT CO., INC.,

I. D. HAGAR  
Eastern Sales Manager.

IDH:LE

## Exhibit 1006

September 5, 1934.

Dr. G. Jebsen, Vice President  
Titan Company, Inc.  
26 Rue de la Pepiniere  
Paris, France.

Dear Dr. Jebsen:

Referring further to your letter of May 29th to which Mr. Carter replied on June 8th regarding a letter from the I.G. as to reports which they had received from their Shanghai Chinese representatives to the effect that the National Lacquer & Paint Products Company of Hongkong were obtaining Titanium White from a dealer in New York at a price of 6¢ U.S.A. per pound; and further that this product was sold through the firm of Melchers.

I presume that they are referring to the firm of Melchior Armstrong Dessau Co., Inc. to whom we have never sold a single pound, nor have we had an inquiry from them.

I have had the Titanium Pigment Company go over all of their sales to exporters, and further interview these parties, to learn where the material had been resold. Of course, you understand that all exporters are also importers and consequently sell a great deal of stuff locally. Each of these parties has satisfied us that everything they have sold has been sold to the domestic trade. However, our price in less than carload lots, in which all of these parties are buying, is 6¼¢ per pound.

I am very sorry to note that the I.G. people have reduced their prices to meet the 6¢ quotation which I cannot help

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*Exhibit 1006*

but feel was not a legitimate price and that no purchase had been made at that price.

Rest assured that we will use our best endeavors at all times to keep any material from being exported even when we have a surplus stock, which we have not had for over a year. We are today about 2000 tons behind our orders.

With kindest regards,

Very truly yours

Executive Vice President.

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Exhibit 1007

Letterhead of  
TITAN COMPANY, INC.

No. 91.

Paris, September 25th 1934.

GJ/AK

William C. Beschortman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

My very best thanks for your letter of September 5th regarding the investigations made as to possible exports to China, which I much appreciate. I am forwarding a copy in full to Frankfurt, which no doubt will be much appreciated there.

The Germans are investigating these matters very thoroughly and have recently found out that some export to Japan has been undertaken by a Swiss firm which is a client of Thann & Mulhouse. They are anxious to convince their clients in Japan of our close control of the distribution of our products.

With kindest regards,

Yours very truly,

G. JEBSEN

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**Exhibit 1008**

Letterhead of  
**TITAN COMPANY, INC.**

SJH/AK

Paris, February 24th, 1936.

William C. Beschorman Esq.  
Executive Vice President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Beschorman,

Dr. Jebsen being actually in England, I beg to refer to his letter No.182 regarding import of American Titanium Oxide to Holland.

As you will know, our working agreements with Mr. Blumenfeld's group provide for cooperation on a quota basis in the Dutch market and we are now informed that one of Thann's customers in Holland, The Ferro Enameling Co., is drawing its supply from "The Titanium Alloy Co." at a price which is Fl.100.- lower per 1000 Kg. than our prices.

Our prices in Holland are Fl.550.- per ton for quantities of 200/250 Kg. and Fl.510.- for 10.000 Kg. lots. Calculating backwards, we find that this should correspond to about 13 c/lbs. cif New York or considerably less than your ordinary sales price.

Further, we have indications to the effect that the firm Oosthoek Jr. in Rotterdam is selling American Titanium.

/ We are of course very much interested in locating the source of this American Titanium White and will do our



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*Exhibit 1008*

best to secure samples. In the meantime we would appreciate any assistance to the effect of preventing American Titanium from entering the Dutch market, as we, due to our agreements with Thann, suffer as much as they do from such imports.

Very truly yours,

S. J. HENRIKSEN

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Exhibit 1009

Letterhead of.

NATIONAL LEAD COMPANY

March 12, 1936

Mr. W. C. Beschorman,  
Scarsdale.

Dear Will —

Mr. Rupprecht called this morning to say he had an order from British Titan Co. for 50 lbs. Rayox. He said he was inclined to send it as a sample, no charge; not wanting to have any question raised about their selling outside of the United States. I approved of the suggestion.

I take it for granted the inquiry was caused by a desire to make some comparisons with Rayox, particularly in connection with questions raised by the delusterizing rayon industry. If I remember rightly, one of the English rayon companies is strongly wedded to Rayox type.

Yours very truly,

F. M. CARTER  
President

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*Exhibit 1009*

On Friday, the 24th, the day after you went home ill, Mr. Rupprecht phoned that Krebs had received a remittance from American Zirconium on their Titanium production for the period January 1st to Sept. 30th on 1252.89 tons. The last quarter was not in at that time, but I gave Mr. Warshow that figure which he said he would send to Dr. Jebson by that night's steamer.

Monday of this week Mr. Phelps telephoned the production for the last quarter of 1935—October 1st to December 31st, inclusive. This amounted to 953.7 tons which he said brought them under their quota for the year of 3000 tons. He said to tell you that inasmuch as their 1936 quota would also be 3000 tons they would not be able to keep up their rate of production for the last quarter. Mr. Warshow also has this figure.

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Exhibit 1010

Letterhead of

H. GUSTAFSSON & CO. AKTIEBOLAG

RG/PT.

the 9th May 1936

Messrs. National Lead Company,  
Sayreville, N.J.  
U.S.A.

Gentlemen:—

*Re: Titanium Oxide.*

Having learned that you have built up a new factory for making Titanium Oxide we would be very pleased to know if you would be interested in entering the Swedish market in which case we should like to act as your general agents here.

To your guidance we beg to state that we are very well connected with this Trade having placed great quantities with the Rubber and Paint Trade as agents for the French Manufacturers of that pigment. Unfortunately, our French friends made an agreement with the German Concern I.G. to treat the Swedish market. Consequently, we are now looking for a new first class connection.

In case you are interested in our proposal we shall let you have very wellknown American firms and our Bankers as references.

Awaiting to be favoured with your reply, we are,

Very truly Yours,

H. GUSTAFSSON & CO. AKTIEBOLAG

RICHARD W. GUSTAFSSON.

Richard W. Gustafsson.

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**Exhibit 1011**

May 22, 1936.

H. Gustafsson & Co. Aktiebolag  
Mastersamuelsgaten 3  
Stockholm C. Sweden.

Dear Sirs:

Replying to your esteemed favor of the 9th regarding Titanium Oxide, we are sorry that we are not in position to quote you or ~~make any~~ offer to enter the Swedish market at the present time.

While it is true that we have built a large new plant at Sayreville, New Jersey, it is also the case that we are selling the entire production of the unit in the American market and, at the present time, are considering a large increase in the capacity of the plant.

If at any time we have a surplus will be very glad to take the matter up with you.

Yours very truly

Executive Vice President.

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Exhibit 1012

May 28, 1936

*MEMO to Mr. Beschorman:*

We attach hereto an inquiry received at our St. Louis Office from The McGean Chemical Company of Cleveland, Ohio enclosing an inquiry received from Production & Grondstoffen of Amsterdam, asking for prices on titanium oxide and compounds, for shipment to Rotterdam and Antwerp. We have not replied to these people, as we presume you will wish to refer the matter to Dr. Jebsen.

C. F. Garesché



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Exhibit 1012

Letterhead of

THE McGEAN CHEMICAL COMPANY

May 25th, 1936

Titanium Pigment Co. Inc.,  
Carondelet Station,  
St. Louis, Mo.

N.V. Producten & Grondstoffen Hmy,  
Sarphatikade 1  
Amsterdam-C, Holland.

Gentlemen:

We enclose inquiry from the above concern for Titanium Oxide.

We have written subject concern advising them that this inquiry has been referred to you.

Yours very truly,

THE McGEAN CHEMICAL COMPANY

JOHN A. TURK

JAT:AM

Enc.

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Exhibit 1012 \

Letterhead of

N.V. PRODUCTEN & GRONSTOFFEN HMIJ

Messrs. MCGEAN CHEMICAL COMPANY,

CLEVELAND OHIO.

Sp/L.

15th. May 1936.

Gentlemen:

*TITANIUM OXIDE.*

We shall be pleased to hear from you whether you are well placed for the supply of TITANIUM OXIDE 98/99%  $\text{TiO}_2$  and other TITANIUM COMPOUNDS.—If so, we would suggest to you to give us your very best prices for these pigments, c.i.f. Amsterdam/ Rotterdam and Antwerp, with fair sized samples, packed in casks of abt. 250 kilos, in quantities of 1000, 5000 and 10,000 kilos.—

For your guidance we beg to point out to you that we are in close touch with users overhere from whom we are regularly getting their enquiries.— Therefore we should like to come into touch with competitive manufacturers of these Pigments in U.S.A. being able to supply if any excellent qualities.—

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*Exhibit 1012*

As regards references re our firm we beg to refer you to the following American Companies:

THE CALCO CHEMICAL COMPANY,

BOUND BROOK, N.J.

E.W. COLLEDGE INC.,

JACKSONVILLE, FLA.

ACME WHITE LEAD & COLOR WORKS Ltd.,

NEW ARK.

Awaiting your early reply, we beg to remain,

Yours truly,

N.V. PRODUCTIEN & GRONDSTOFFEN HMY;

(Signature Illegible)

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Exhibit 1013

June 3, 1936.

The McGean Chemical Company  
25 Prospect Avenue, N. W.  
Cleveland, Ohio.

Dear Sirs:

We beg to acknowledge receipt of your letter of the 25th addressed to Titanium Pigment Co., Inc. with regard to an inquiry from N. V. Producten & Grondstoffen Hmy, and thank you for passing the inquiry on to us.

Very truly yours

Executive Vice President

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**Exhibit 1014**

COPY

June 3, 1936

N. V. Producten & Grondstoffen HMY.,  
Serphatikaade 1  
Amsterdam-C, Holland.

Dear Sirs:

The McGean Chemical Company of Cleveland, Ohio has referred your esteemed favor of the 15th of May to us for attention.

We are sorry that we are not in position to quote you, or make any offer to enter the Holland market, on Titanium Oxide or other Titanium Compounds at the present time due to the fact that we are selling our entire production in the American market.

If at any time we have a surplus we will be very glad to take the matter up with you.

Yours very truly

Executive Vice President.

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**Exhibit 1015**

Letterhead of  
**ASSOCIATED INVENTORS**  
INCORPORATED

November 17, 1936

Titanium Pigment Co. Inc.  
111 Broadway  
New York, N. Y.

Gentlemen:

Our affiliate in Czechoslovakia, Dr. Rudolf Vanicek, has written us to inquire about the sales rights of your newly published invention re:

#55,187 — Titan Pigments

Our affiliated office in Czechoslovakia is under the very able hands of Dr. Vanicek who is a man of high standing and high repute.

We shall, therefore, be glad to know if you would enter into connection with us for the sale or license of your invention and upon your favorable reply we shall be glad to inform you upon what terms he eventually would be willing to negotiate and consummate deals in his country.

Yours very truly,

**ASSOCIATED INVENTORS INC.**

**KOLL BIORNSTAD**

Koll Biornstad  
General Secretary

KB:GO.



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Exhibit 1016

November 20, 1936.

Mr. Koll Biornstad, General Secretary  
Associated Inventors  
512 Fifth Avenue  
New York, N. Y.

Dear Sir:

I have your letter of the 17th addressed to the Titanium Pigment Co. with reference to Patent #55,187, Titanium Pigments, and beg to refer you to Titangesellschaft, m.b.H., Leverkusen, Germany, who holds the license for Czechoslovakia as well as other Central European countries.

Very truly yours

Executive Vice President.

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Exhibit 1017

TITANIUM WHITE SELLING AGENTS

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LIST OF COMPANIES AND AGENTS TO WHOM  
ENQUIRIES FOR TITANIUM WHITE  
SHOULD BE ADDRESSED.

---

COPY OF CORRESPONDENCE TO BE AD-  
DRESSED TO THE SALES OFFICE  
OF THE COMPANY HAVING EX-  
CLUSIVE SELLING RIGHTS  
IN THE TERRITORY IN  
QUESTION

---

FEBRUARY 1937

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Exhibit 1017

COMPANIES HAVING EXCLUSIVE SELLING RIGHTS:

BRITISH TITAN PRODUCTS COMPANY Ltd., Billingham Co.  
Durham England.

CANADIAN TITANIUM PIGMENTS, Ltd., P.O. Box 1.260,  
Montreal Que., Canada.

SOCIETE BELGE DU TITANE, 61, rue du Marché-aux-Herbes,  
Bruexelles, Belgium.

SOCIETE INDUSTRIELLE DU TITANE, 26, rue de la Pépinière,  
Paris, (8ème), France.

TITAN Co. A/S, Fredrikstad, Norway.

TITANGESELLSCHAFT m.b.H., Leverkusen, I.G. Werk, bei  
Köln a/eRhin, Germany.—Copies of enquiries should be  
addressed to: I.G. Farbenindustrie A/G, Verkaufsgemeinschaft,  
Chemikalien, Grüneburgplatz, Frankfurt  
a/Main, 20, Germany. H. H. Börgwardt.

TITANIUM PIGMENT CORP., 111 Broadway, New York,  
N. Y., U. S. A.

Country:

Agent:

Copies of  
Corresp. to:

Albania

I. G. Farbenindustrie A/G,  
Verkaufsgemeinschaft, Chemi-  
kalien, Frankfurt a/Main, 20,  
Germany.

I.G.

Argentine

"Indunidas" Sociedad Ano-  
nima Mercantil de Industrias  
Unidas Azopardo 862, Buenos-  
Aires.

I.G.

Australia

Imperial Chemical Industries  
of Australia and New Zealand

B.T.P.

## Exhibit 1017

| Country:            | Agent:   | Copies of<br>Corresp. to: |
|---------------------|--|---------------------------|
| Austria             | Anilinchemie A. G. Heumarkt<br>10, Wien III.   | I.G.                      |
| Belgium             | Société Belge du Titane, 61,<br>rue du Marché-aux-Herbes,<br>Bruxelles.                                  |                           |
| Bolivia             | Hugo Ernst Rivera, Casilla<br>422, La Paz.   | I.G.                      |
| Bulgaria            | Verkaufsgesellschaft Deut-<br>scher Anilinfarben, Boulevard<br>Dondukoff 51, Sofia.                      | I.G.                      |
| Brazil              | Alliança Commercial de Anili-<br>nas Ltda., Caixa Postal 650,<br>Rio de Janeiro.                         | I.G.                      |
| Canada              | Canadian Titanium Pigments<br>Ltd., P. O. Box I. 260, Mon-<br>treal, Que.,                               |                           |
| Chile               | Anilinas Aelmanas Cia. Ltda.<br>Casilla 607, Santiago de Chile.  | I.G.                      |
| China               | "Defag" Deutsche Farbenhan-<br>delgs. Waibel & Co., Szechum<br>Road—P. O. Box 115—<br>Shanghai—          | I.G.                      |
| Columbia            | Anilinas Alemanas Cia. Ltda.<br>Apartado nacional 301, Bogotá  | I.G.                      |
| Cyprus              | I. C. I. (Levant). Ltd., Impe-<br>rial Chemical House, Haifa,<br>Palestine, P. O. Box 412,               | B.T.P.                    |
| Czecho-<br>Slovakia | "Tefa" Teerfarben u. Chemi-<br>kalien Handels. A. G. Neisee-<br>gasse 6a, Reichenberg. (Czec.<br>Slovk.) | I.G.                      |

## Exhibit 1017

| Country:         | Agent:   | Copies of<br>Corresp. to ✓ |
|------------------|--|----------------------------|
| Denmark          | Det Hempelske Handelshus,<br>Amaliegate 8, Copenhagen.   | Titan Co.                  |
| Ecuador          | Juan H. Krüger, Casilla 1291,<br>Guayaquil, Ecuador.   | I.G.                       |
| Egypt            | I. C. I. (Egypt) S. A., 19 Casr<br>el Nil Street, Cairo, P. O. Box<br>2089.                                  | B.T.P.                     |
| England          | (see Great Britain)  |                            |
| Estonia          | Nationalisierte Agentuur "Es-<br>tanil" Kursell & Raudsep Vana<br>Post 6-4B, Tallinn.                        | Titan Co.<br>Tallinn       |
| Finland          | Bang & Co. Aktiebolag, Mika-<br>elsgatan 3, Helsingfors  | Titan Co.                  |
| France           | Société Industrielle du Titane<br>26, rue de la Pépinière, Paris.  |                            |
| Germany          | I. G. Farbenindustrie A/G.,<br>Verkaufsgemeinschaft, Chemi-<br>kalien Gröneburgplatz, Frank-<br>furt a/Main. |                            |
| Great<br>Britain | R. W. Greeff & Co., Ltd.,<br>Thames House, Queen St.<br>Place London E. C. 4.                                | B.T.P.                     |
| Greece           | Farbenund Chemikalien Han-<br>dels-Akt. "Athaniil" A. Godos<br>Philothers 17, Athen.                         | I.G.                       |
| Holland          | Société Belge du Titane, 61,<br>rue du Marché-aux-Herbes,<br>Bruxelles.                                      |                            |
| Hungary          | Anilinchemie A/G., Haupt-<br>markt 10, Wien III., Austria.   | I.G.                       |

*Exhibit 1017*

| Country:        | Agent:  | Copies of<br>Corresp. to: |
|-----------------|---|---------------------------|
| Iceland         | Titan Co. A/S, Fredrikstad,<br>Norway.  |                           |
| India           | Imperial Chemical Industries<br>(India) Ltd., 18 Strand Road,<br>Calcutta   | B.T.P.                    |
| Irak            | I. C. I. (Levant) Ltd., Impe-<br>rial Chemical House, Haifa-<br>Palestine P. O. Box 412                                     | B.T.P.                    |
| Ireland         | R. W. Greeff & Co. Ltd.,<br>Thames House, Queen St.<br>Place, London E. C. 4.   | B.T.P.                    |
| Japan           | Doitsu Senryo Gomei Kaisha,<br>No. 37, Nakamachi, P. O. Box<br>88—Kobe.   | I.G.                      |
|                 | Doitsu Senryo Gomei Kaisha,<br>Maru-no-uchi, 3 chome, No. 6,<br>Kojimachi-Ku, Nakadori 2,<br>Tokyo                          | "                         |
| Jugoslavia      | Anilinchemie A/G., Haupt-<br>markt 10 Wien, III, Austria.   | I.G.                      |
| Latvia          | A. Ostrowsky, 1, Smilsu isalā<br>22 Riga  | Titan Co.                 |
| Lithuania       | Christensen, Schwartz & Co.<br>Jungfernstieg 40, Hamburg,<br>Germany.   | Titan Co.                 |
| Mexico          | Titanium Pigment Corp. 111<br>Broadway, New York, N. Y.<br>U. S. A.   |                           |
| New-<br>Zealand | Imperial Chemical Industries<br>of Australia and New-Zealand<br>Ltd., 380, Collins Street, Mel-<br>bourne C. I., Australia. | B.T.P.                    |



## Exhibit 1017

| Country:               | Agent:  | Copies of<br>Corresp. to: |
|------------------------|---|---------------------------|
| Norway                 | Titan Co. A/S, Fredrikstad,<br>Norway.  |                           |
| Palestine              | I. C. I. (Levant) Ltd., Imperial<br>Chemical House, Haifa<br>Palestine P. O. Box 412.,  | B.T.P.                    |
| Peru                   | "Anilinas Alemanas" Wiegand<br>& Cia. S. en C., Avenieda<br>Brasil 190, Lima  | I.G.                      |
| Poland                 | Anilinchemie A/G, Haupt-<br>markt 10, Wien III, Austria.  | I.G.                      |
| Portugal               | Sociedade de Anilinas Lda.,<br>Rua José Falcao 199, Porto.<br><br>Sociedade de Anilinas Lda., 1<br>Travessa das Pedras Negras<br>1, Lissabon. | I.G.<br><br>"             |
| Roumania               | Anilinchemie A/G, Haupt-<br>markt 10, Wien, III, Austria  | I.G.                      |
| Russia                 | Igerussko Handelsgesellschaft<br>m. b. H., Dorotheenstr. 35,<br>Berlin NW. 7.   | I.G.                      |
| Siam                   | E. Jurgens, Bangkok,  | Titan Co.                 |
| South-<br>Africa       | Kittleson & Rees Ltd., P. O.<br>Box 1094, Johannesburg.   | B.T.P.                    |
| Spain                  | Union Quimica y Lluich S. A.<br>Seccion Productos Quimicos<br>Paseo de Gracia 51, Apartado<br>de Correos 462, Barcelona.                      | I.G.                      |
| Straits<br>Settlements | I. C. I. (Malaya) Ltd., 35,<br>Robinson Road, Singapore<br>s. s. Malaya,  | B.T.P.                    |

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*Exhibit 1017*

| Country:       | Agent:  | Copies of<br>Corresp. to: |
|----------------|---|---------------------------|
| Sweden         | G. & L. Beijer, Import och Export A/B, Västra Trädgårdsgatan 4, Post Box 1243, Stockholm 16 | Titan Co.                 |
| Switzerland    | Emil Vogel, Kreuzplatz-Otteweg 30, Zurich 8.  | I.G.                      |
| Trans-jordania | I. C. I. (Levant) Ltd., Imperial Chemical House Haifa, Palestine P. O. Box 412.             | B.T.P.                    |
| Turkey         | "Turkanil" Hans Mönius ve Ssi Postakutusu 1157, Istanbul-Galata Ahen ve Münih Han.          | I.G.                      |
| Uruguay        | Anilinas Alemanas S. A., Casilla Correo 304, Montevideo.                                    | I.G.                      |
| U.S.A.         | Titanium Pigment Corp., 111 Broadway, New York, N. Y. U. S. A.                              |                           |
| Venezuela      | La Quimica Industrial "Bayer, Meister-Lucius" Wes ott & Cia Apartado 827, Caracas.          | I.G.                      |

3306

3319

Exhibit 1018

SJH/MH

Paris, April 1st 1937.

I.D. Hagar Esq.,  
Titanium Pigment Corp.  
111 Broadway,  
New York, N.Y.

Dear Mr. Hagar,

*Imports to China*

We beg to inform you that we have received to-day a letter from the I.G. Farbenindustrie, Frankfort, reading in translation as follows:

- " As you know, we have often been informed by our
- " Chinese Representative that Titanium White was
- " imported in China from America, without it being
- " possible so far to discover the seller.
- " We heard to-day that the Export Firm Butcher & Co.,
- " Los Angeles, were probably the sellers in question.
- " We should be much obliged to you if you will get
- " from the Titanium Pigment Corp., New York, the
- " information whether the above mentioned Firm is
- " one of their customers.
- " If this is the case, we would like to ask you to
- " take the necessary steps in order to keep this
- " Firm away from the Chinese Market."

We should be much obliged if you would kindly investigate this matter so that we may be in a position to reply to the I.G.'s letter.

Thanking you in advance, we are,

Yours very truly,

TITAN COMPANY, INC.,

(Sign. S. J. Henrikssen)

Copy sent to:  
Mr. Roosevelt  
Mr. Beschorman.

## Exhibit 1019

July 12, 1937

Dr. G. Jebsen,  
Societe Industrielle du Titane,  
26 Rue de la Pepiniere,  
Paris, 8e, France.

Dear Doctor Jebsen:

Some time ago, you made complaint to the effect that an American Company was exporting titanium pigments to China.

We have followed this up very carefully and have found that the concern doing such exporting was the L. H. Butcher Company of Los Angeles, California, who were combining titanium pigments of our manufacture with other materials destined for Chinese customers.

We have taken the matter up with them very tactfully and they have kindly agreed not to make any further shipments of this kind. Therefore, we believe that the matter is now settled and trust that you will be satisfied with the action we have taken and the outcome thereof.

Yours very truly,

TITANIUM PIGMENT CORPORATION

I. D. HAGAR  
General Sales Manager

IDH:ELB

cc, Mr. W.C. Beschorman

## Exhibit 1020

SJH/MH

Paris, December 4th, 1937.

I.D. Hagar Esq.,  
General Sales Manager  
Titanium Pigment Corporation  
111 Broadway,  
New York.

Dear Mr. Hagar,

*Export to China—**L.H. Butcher Co., Los Angeles.*

Referring to your letter of July 12th, I am sorry to tell you that we are to-day informed by the I.G. Frankfort, that their Agent in Hongkong has had the occasion to see personally an invoice from L.H. Butcher Co. to the National Lacquer & Paint Products Co., of September 13th this year, covering a shipment of 8 casks Titanox C., totalling lbs. 2,000.- at a price of U.S.A. \$0.06 $\frac{3}{4}$  per lb. cif. Hongkong.

This price corresponds to £3.- per 100 kgs, cif, while I.G.'s lowest quotation is £3:8.6. per 100 kgs, cif.

As you will note, Butcher Co. apparently do not stick to their agreement with you not to make any shipments of this kind to China, and we should be particularly obliged if you could take the matter up with them again, or in some way or other prevent this export.

In this connection, we may mention that the I.G. request that the name of the National Lacquer & Paint Prod. Co. be not mentioned, as they will naturally not welcome the loss of their present source of supply at the above low price, and if they learn that the discontinuance of supply from

3322

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Exhibit 1020

America is due to steps taken by the representative of the I.G., the relations between the I.G.'s representative and the National Lacquer & Paint Prod.Co. may of course easily become difficult.

Thanking you in advance for anything you can do in this matter, I remain,

Yours very truly,

*Copy to Mr. Beschorman*



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Exhibit 1021

December 15,  
1937

Dr. G. Jebsen,  
Societe Industrielle du Titane,  
26 Rue de la Pepiniere,  
Paris, 8e, France.

Dear Doctor Jebsen:

We have your letter of December 4 in which you advise us that your agent has seen an invoice from the L. H. Butcher Company to the National Lacquer & Paint Products Company, of September 13, 1937, covering a shipment of 8 casks of Titanox-C, totaling 2,000 pounds. The incident is very much to be regretted, particularly, since the sale is consummated at a price so much lower than that regularly charged by the I. G. in Chinese territory.

However, we think there must be an error in this connection. Upon receipt of your communication, we immediately looked up our records and we find that we have not sold any Titanox-C to L. H. Butcher during 1937. Their last purchase of this pigment was in the first quarter of 1936, and it hardly seems probable that they would carry material in stock for a year and a half, and then ship it to China.

This company has agreed not to export any of our Titanox pigments to China in accordance with your request. On the other hand, it is entirely possible that they might purchase material from another source and export to China, and we do not see how we could possibly control such a situation.

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*Exhibit 1021*

Also, it seems strange that the invoice should be made out for Titanox-C. It is hardly customary for a broker when re-selling materials to invoice them under a specific brand's name. It would be more likely to invoice such material as Titanium Calcium Pigment. We can, of course, take this matter up again with L. H. Butcher but, before doing so, we would want to be sure that the material was specifically invoiced as indicated by you and, even so, there would be reasonable doubt that the product was ours because of the infrequency of sales noted above.

Yours very truly,

TITANIUM PIGMENT CORPORATION

General Sales Manager

IDH:ELB

cc. Mr. Beschorman

## Exhibit 1022

December 16,  
1937

Dr. G. Jebsen,  
Societe Industrielle du Titane,  
26 Rue de la Pepiniere,  
Paris, 8e, France.

Dear Doctor Jebsen:

We acknowledge your letter of December 4. It is quite surprising to us to learn therefrom, that the L. H. Butcher Company have made another shipment to the National Lacquer and Paint Products Company, c.i.f., Hongkong. You realize that this incident is quite disturbing to us, particularly, because of the lower prices at which the material is offered.

On the other hand, we are quite puzzled with regard to this entire situation. You state that the agent of I. G., Frankfort, in Hongkong, personally saw an invoice from the L. H. Butcher Company to the National Lacquer & Paint Products Company, dated September 13, this year, covering 8 casks of Titanox-C.

We feel that there is a reasonable doubt that this pigment was Titanox-C, for the following reasons:

First, the L. H. Butcher Company have bought no Titanox-C from us since the first quarter of 1936. In that quarter, they purchased 3,000 pounds, for which they paid  $6\frac{1}{4}$  cents a pound, f.o.b., our Los Angeles warehouse. It hardly seems probable that they carried this Titanox-C from early 1936 until September 1937, before making a delivery thereof.

*Exhibit 1022*

You will note also that, at the price quoted by you, there would be no profit, and probably a loss, to the L. H. Butcher Company, since it would be necessary to truck at their own expense from our warehouse to them and thence to the piers, pay the ocean freight, and also repack the material.

Your letter states that the 2,000 pounds were contained in eight casks, which means that the material was packed at the rate of 250 pounds per cask; all of our packing in barrels is done at 300 pounds net. Consequently, original packages could not have been used.

Secondly, there is reasonable doubt that a broker would invoice a material as Titanox-C. We sell considerable material through brokers who, like L. H. Butcher, receive no concessions from us in the way of commission. Such brokers usually sell at a definite advance over card prices and they always ask that the material be supplied in plain packages so that the identity of the manufacturer may be concealed.

It would be very surprising if L. H. Butcher did invoice the material as Titanox-C, and we would like very much to have this point accurately checked. The logical method of procedure would be to invoice the material as titanium calcium pigment.

L. H. Butcher have given us a definite promise that they would not export any more of our pigment to China. We know them sufficiently well to believe that they will keep their promises. On the other hand, it is entirely possible that they might purchase titanium pigments from another source and export such pigments to China. It would be

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*Exhibit 1022*

very difficult for us to control such a situation; perhaps, this is what happened in this case and the pigment supplied may have been Ti-Cal, manufactured and sold by Krebs Pigment & Color Corporation.

We will again ask Mr. Irwin, representative of the National Lead Company in Los Angeles, to take this matter up with L. H. Butcher, but to go into the subject thoroughly, we should like very much to have further confirmation of the facts stated in the first paragraph of your letter and clarification of the thoughts suggested in this communication.

Yours very truly,

TITANIUM PIGMENT CORPORATION

I. D. HAGAN

General Sales Manager

IDH:ELB

cc. Mr. Beschorman

## Exhibit 1023

December 28,  
1937

Dr. G. Jebsen,  
Societe Industrielle du Titane,  
26 Rue de la Pepiniere,  
Paris, 8e, France.

Dear Dr. Jebsen:

With further reference to the alleged shipment of Titanox-C by L. H. Butcher Company of Los Angeles, California, last September to China, I call your attention to the attached letter just received from Mr. H. S. Irwin, Divisional Manager of the National Lead Company located at Los Angeles.

Mr. Irwin has further investigated this matter as a result of my request following your previous communication, and you will note that his letter serves to confirm many of the opinions expressed to you in my communication sent a few days since on the same subject.

Yours very truly,

TITANIUM PIGMENT CORPORATION

I. D. HAGAR

General Sales Manager

IDH:ELB

cc. Mr. Beschorman



Exhibit 1023

COPY

National Lead Company  
Pacific Coast Branch  
932 Wilson Street,  
Los Angeles, Calif.

December 22, 1937

Mr. I. D. Hagar, General Sales Manager,  
Titanium Pigment Corporation,  
111 Broadway  
New York

Dear Mr. Hagar:

I think our European connections must have been misinformed in regard to shipments of Titanox to the National Lacquer & Paint Products Company by L. H. Butcher. I have checked with the Butcher people and they state definitely that they have made no shipments of Titanox since they gave me their promise to desist.

I have checked over our sales records and the L. H. Butcher Company have not bought any C Pigment from us this year; but, as your records will show, they have purchased some A and B. However, this was not for export.

I do not know what I can do further in the matter in view of the Butcher Company's statement that they are not exporting our pigment.

Yours very truly,

H. S. Irwin—Div. Manager

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Exhibit 1024

January 17, 1938

Mr. H. Bernstorff  
The Ore & Chemical Corporation  
80 Broad Street  
New York, N. Y.

Dear Mr. Bernstorff:

I am in receipt of your favor of the 13th addressed to Mr. Carter which has been referred to me for attention.

We note the inquiry from your friends "Sachtleben" A. G. as to the possibility of obtaining a license agreement for the manufacture of titanium colors in Central Europe. Please be advised that licenses under all patents on any product containing titanium originating with us, or obtained by us from others, is granted by us under our contract for Central Europe to Titangesellschaft, G.m.b.H., Leverkusen.

Very truly yours

Executive Vice President.

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Exhibit 1025

Letterhead of

THE ORE & CHEMICAL CORPORATION

HB:T

January 13th, 1938

Mr. Fred. M. Carter,  
President,  
National Lead Co.,  
111 Broadway,  
New York City.

My dear Mr. Carter:

My friends, the "Sachtleben" A. G. fuer Bergbau und chemische Industrie, Woerthstr. 34, Cologne, who as Mr. Beschorman knows, are the leading lithopone producers in Central Europe, have asked me whether or not there is any possibility of making a license agreement with you or rather your subsidiary company, the Titanium Pigment Corp., for the manufacture of titanium colors in Central Europe.

I shall be grateful to have you tell me what to answer my friends abroad.

With kind regards, I am

Yours very sincerely,

H. BERNSTORFF

H. Bernstorff

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Exhibit 1026

TRANSLATION

SOCIETY BELGE DU TITANE

Bruxelles-Brussel  
Rue Marché-aux-Herbes, 61  
August 8, 1939

Titanium Pigment Corporation  
111 Broadway  
New York, New York

*Attention: Mr. I. D. Hagar*

Gentlemen:—

For your information, we are enclosing herewith a copy of the order which was sent us by the following firm:

Hans H. Joseph  
Apartado 2033  
Mexico D. F.

as well as our answer thereto.

Yours very truly,

(Signed) J. de Vleeschouwer

Enc. 1 copy of letter  
1 copy of reply

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*Exhibit 1026*

HANS H. JOSEPH

Apartado 2033

Mexico D. F.

5 de mayo 10

July 29, 1939

Société Belge du Titane S. A.  
61, rue du Marché-aux-Herbes  
Bruxelles

Gentlemen:—

I saw your address in the "Annuaire Officiel Belge des Industries Chimiques" (Translator's note: an annual chemical gazette).

As there is a great demand in the Republic of Mexico for the products which you manufacture, such as oxide and titanium white, I am very much interested to be your representative. If you have not already an agent here, I would appreciate it very much if you would instruct me about the prices of the products, as well as your sales service (condition).

I am willing to place at your disposal references and any information you may desire.

Yours very truly

(signed) Hans. H. Joseph

Société Belge du Titane

Mr. Hans H. Joseph  
Apartado 2033  
Mexico D. F.

August 8, 1939

Dear Sir:—

We are in receipt of your letter of July 29th, for which we wish to thank you, and wish to inform you at this time that titanium dioxide and whites of titanium in which we are interested are already being sold in your territory by a subsidiary company.

We regret not to be able to reply favorably to your request and remain,

Yours very truly,

(signed) J. de Vleeschouwer

Translated by:  
Ruth Dannenbaum  
Patent Department  
National Lead Company  
August 15, 1939



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Exhibit 1027

Letterhead of

CANADIAN TITANIUM PIGMENTS LIMITED

December 17, 1939.

Mr. C. F. Kaegebehn, Manager

Patent Department

National Lead Company

111 Broadway

New York, N. Y., U. S. A.

Dear Kaegy:

I am attaching some information concerning #2000 pigment which is being distributed in Canada by Chemical and Pigment Company of the United States. As this pigment contains a portion of Titanium Dioxide I am wondering whether the license under which this company is operating allows them to ship Titanated pigments into Canada and, if so, whether there is any limit to the Titanium Dioxide content.

I have been unable to determine the  $TiO_2$  content of #2000 pigment but should imagine that Mr. D. W. Robertson will have the information.

Yours very truly,

CANADIAN TITANIUM PIGMENTS LIMITED

R. G. BECK

R. G. Beck—Manager

RGB:PWR

Enc.

c/c—Mr. I. D. Hagar

—Mr. R. T. Henry

## Exhibit 1028

Mr. R. G. Beck  
Canadian Titanium Pigments, Ltd.  
P. O. Box 10  
Montreal, Canada

December 20, 1939

Dear Bob:—

I have your recent letter concerning No. 2000 pigment. Mr. Robertson informs me that this is a product of The Glidden Company, or one of its subsidiaries. He believes that it contains between about 11% and about 15%  $\text{TiO}_2$ . It is to be expected that this titanium dioxide is manufactured by the American Zirconium Corporation in whom Glidden has an interest and who fill Glidden's titanium dioxide requirements.

This pigment since it contains zinc sulfide and barium sulfate in addition to magnesium silicate appears to be in the nature of a titanated lithopone and it may well be that patents held, or controlled by Canadian Industries, Limited, would cover the product and hence furnish a simple and expedient means of stopping its importation into Canada.

National Lead Company, as you know, has licensed the American Zirconium under its United States titanium patents. In the agreement "Finished Articles" are defined as:

"... a cohesive intermixture of titanite material with other material with which such titanite material was not previously intermixed or associated as, for example, in paint, rubber, glass, and titanated lithopone".

With respect to such "Finished Articles" the agreement provides that zirconium shall appoint National Lead Com-

*Exhibit 1028*

pany, or any licensee specified by National, its sole agent for the sale outside the United States. However, the agreement provides that zirconium may export "Finished Articles" of which titanium products "shall not constitute such an important part that the sale thereof within the territory of such agent" (in this case National or C. T. P.) "will substantially interfere with such agent's sales of its own titanium products in its territory." The Glidden Company in guarantying the performance of the American Zirconium Corporation undertakes insofar as in its power fully to respect the license agreement.

As to your present problem; it would seem to me that, if the importation of No. 2000 pigment into Canada, is bothersome to C. T. P. the simplest way to stop it would be on the basis of titanated lithopone patents held by C. I. E. If this is not possible, and the matter appears of sufficient importance, we might, on the basis of assurance from you that the importation of No. 2000 pigment is interfering with your sales, make representations to Glidden and American Zirconium with a view to stopping the importation or having C. T. P. made the agent for its sale.

Yours very truly,

NATIONAL LEAD COMPANY

CFK/rg

c.c. Mr. Garesché

## Exhibit 1029

Letterhead of  
TITAN COMPANY, INC.

Fredrikstad, Norway,  
13th October 1939.

GJ/HS.

Fletcher W. Rockwell Esq.,  
Executive President,  
National Lead Co.,  
111 Broadway,  
New York, N. Y., U.S.A.

Dear Mr. Rockwell:

I have received some time ago a letter from Mr. Tasker, as per copy enclosed, concerning restrictions re communication of information, and I have answered him as per copy attached.

The line we have taken in these matters is chiefly a policy of "Wait and see". It is to be expected, that when the first confusion is over, certain rules will be developed in these matters as well as questions concerning patents. Whether these will follow the practice during the last war is of course difficult to say to-day; but probably they will be more stringent. Our policy will have to be to observe a strict neutrality.

I have had a cable from Mr. Stopford in which he tells me, that he may have to consider a £40,000 expenditure for an acid-recovery plant, and he will try to have a Board Meeting held, which he though thinks may be difficult in view of the various members being in different places out of London.

Mr. Henrikssen left Norway for Brussels on September 30th, from there he went on to Paris on October 2nd:

*Exhibit 1029*

he intends to return via England, and Stopford will try to have the Board Meeting at the time Mr. Henrikssen is there.

B.T.P. have suspended extension work, and it looks as if the capacity will be restricted to about 17 tons of  $\text{TiO}_2$  a day for a considerable time.

You have already been informed that B.T.P. cannot continue to supply Canada, and presumably they will have to rely on your factory for supply of their other oversea markets.

I should much appreciate to have a word from your side as to your present and future production capacity in relation to the demand from your markets.

I much appreciated your letter of September 19th assuring us of your cooperation in assisting us. It may interest you to hear that I only got the copy of your letter, whereas the original has not arrived yet, but it will probably come in one of these days.

The organisation of the Work of the Titan Company Inc's personnel here in Fredrikstad has now more or less been settled, but there are any number of irregular questions coming up needing my attention, so I am not able yet to get away, and this may still take some time—of course depending upon the developments. I am therefore afraid I will not see you on your side before early next year.

Hoping that you and your family are well, I am, with kindest regards,

Yours sincerely,

G. JEBSEN

Encl.

Exhibit 1030

Letterhead of  
DUPLICATEBRITISH TITAN PRODUCTS CO., LTD.  
CJS/SL/11103

3rd November, 1939.

I. D. Hagar Esq.,  
Titanium Pigment Corporation,  
111 Broadway,  
New York, N. Y.

Dear Mr. Hagar,

I was very pleased to receive your letter of October 20th, letting me know the position in regard to the enquiry by the New York Purchasing Agent of the Celanese Corporation of America, on behalf of the English plant.

I fully appreciate that on the basis of 13s per lb. f.a.s. New York, the price must be prohibitive landed duty paid in England, and this of course, suits us, as we do not want Celanese to import American pigment into this country, but on the other hand do not want to give rise to any resentment on their part by taking any action to prevent their importing, and your co-operation in this respect has helped us very considerably.

/ In regard to the English duty on American titanium pigments, this is 20% of an agreed figure, based on the market selling price, less an allowance for selling expenses. On the last lot of Titanox-A we imported we paid duty at the rate of £12.3.3. per ton.

We much appreciate your offer to deal with further business on our behalf on the same basis and to credit us



*Exhibit 1030*

for the shipments as referred to in your letter of October 18th, the difference between the cost plus 10% and the selling price. Where you make a sale direct to a customer as distinct from selling to us, according to the established procedure between the associated companies, you are entitled to make a further deduction to reimburse you for the selling expenses incurred. You had possibly overlooked this point. Therefore, on sales to customers made on our behalf, the credit to us should be the selling price to the customer, less 5% of that amount, less any delivery expenses incurred, less cost plus 10%.

This covers the offer made to American Celanese referred to in your letter of October 20th and to the sale being made to the Singapore Rubber Works, referred to in your letter of October 18th. In regard to this last letter, only the profit on the shipment to Singapore should be credited to us, as Batavia comes in the territory of Societe Belge du Titane and therefore, the profit on that sale should go to that company through Dr. Jebson.

Again referring to your letter of October 18th, we note that you have received several requests to quote from points in our territory such as New Zealand and South Africa within the last few days, but have turned them all down in view of the heavy demands being made against you by your domestic customers. We fully appreciate that with the titanium pigment situation being so acute in the States, your own customers must have first call on the supplies available. I should be interested, however, if you would keep me advised of all enquiries from our territory, whether you are in a position to supply them or not, as we are naturally interested to know which of our customers is trying to obtain supplies outside.

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*Exhibit 1030*

We are very grateful to you for the help you are giving us in these matters and much appreciate the manner in which you have handled the enquiries received.

With kindest personal regards,

Yours very truly,

C. J. STOPFORD,  
General Manager.

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Exhibit 1031

COPY

March 12th

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GJ/AK

Fletcher W. Rockwell, Esq.  
President  
National Lead Company  
111 Broadway  
New York City, U.S.A.

Dear Mr. Rockwell,

I take the opportunity to send you a few words from here.

On my way down, I passed one day in Brussels and saw Mr. de Vleeschouwer and Mr. Kersten. It was a Sunday, so Mr. de Vleeschouwer had got a leave from his military duties.

Business was good last year. It has been rather slow in January-February, but altogether we cannot complain.

Outstanding risks have been considerably reduced and the stock is small, partly forced by circumstances, with the exception of a quantity of Lead Titanate taken over last autumn. It arrived just as the crisis came last autumn (fear of German invasion) with the consequence that the customers did not take the quantities ordered. It was particularly our friend Pieter Schoen & Soon, Zaandam, who failed us. Société Belge is however very optimistic with regard to the future of Lead Titanate. The Dutch manufacturers are very enthusiastic about it and two of the most important firms have launched themselves on great propaganda on paints, based on Titanated Lead. They use this partly as the only pigment and partly a mixture of Titanated Lead with  $\text{TiO}_2$  (with 1% antimony), the latter in quantities up to 30 parts mixed with 70 parts of Titanated

*Exhibit 1031*

Lead. First of all it was used for marine paints, and now also in house paints.

Our profit on this pigment has been very small, due to the policy you have followed in U.S.A. I am inclined to hope that your production cost for this pigment will go considerably down, with the increased consumption, which I understand you also have there. I should, though, much appreciate if Mr. Garesché would write me a few words, what your long view policy will be, with regard to this pigment; whether you intend to continue to use it as a "loss-leader" or you are looking forward to a profitable business in this pigment, with the idea of holding the price where it is or somewhere in that neighbourhood, in view of its remarkable properties in certain directions.

Here in France we have, as you will have understood, a shortness of matériel.

Mr. Gilbert has during the first 4 months of the war been selling about 40% of the total consumption, which represents about 83% of his quota in the market. This has been done partly with the old stock and partly with material furnished us by Blumenfeld. As we had surplus sales in Belgium and Holland in the first 8 months of last year, amounting to 120 tons  $TiO_2$ , we have arranged that he delivers this quantity to Sté Ind. du Titane. 90 tons have been delivered and we are awaiting further 30 tons. Our stocks are now exhausted.

I intend to go to England one of the first days and will see if we cannot get goods from Billingham, in view of the treaty between France and England, which is under development and according to which it seems that an exchange of goods will take place between these two countries as before the war, without restrictions caused by the war.

*Exhibit 1031*

If they are short of goods in Billingham, I intend to suggest that the quantities they would deliver to France (and somewhat to Belgium and Holland) could be replaced by deliveries from Sayreville and St. Louis to B.T.P.'s overseas markets like Australia and South Africa. I trust that this will be in order as far as the Titanium Pigment Corporation is concerned, as Mr. Garesché informed me that he expected to be in a position to deliver from the middle of February this year. I will write nearer about this matter as soon as I have been in England.

I have had a conversation with Blumenfeld, who at the present also is looking forward to getting some material from Laporte, as his factory is not ready for production and he is short of goods.

I intend to remain in England nearly a week and will then return to Paris and discuss an arrangement for future cooperation with Blumenfeld, in which he has expressed also his interest. I hope that the basic principles can be agreed upon fairly quickly, so that I can leave the matter for development in detail to Mr. Gilbert and Mr. Henriksen, and go to Norway, as I will then have already been away 5 weeks, which is a long time under the present circumstances.

I have received letters from Mr. Tasker and Mr. Stopford, telling me that last year was a very good year, but of course the increase in profit will chiefly be taken by the Government in taxes.

They intend to propose definitely at the next Board Meeting an extension of the capacity with 3000 tons  $\text{TiO}_2$  at a cost of £40,000, and a plant for recuperation of acid, at a cost of also £40,000.—

They have further had a request from the Government to widen their export field, but this, as Mr. Stopford re-

*Exhibit 1031*

marks, is connected with difficulties in view of their agreement with Titan Company Inc. He wants to talk it over. As Titan Company Inc. has no market which they can leave to B.T.P., this question can only be considered from the point of view, to which extent Titan Company Inc. buys from B.T.P.

I am writing you the above to inform you of the situation and how my thoughts are running, and I should much appreciate your comments and any advice you will send me.

March 13th

News have just arrived that the Finnish Delegation in Moscow has agreed on terms which will be placed before the Finnish Government and finally the parliament, for decision.

I hope that the conditions are such, that the Finnish strategical position in the future will be fully satisfactory, otherwise it does not speak well for the future.

You will realise that during the last week I have had to ask myself the question whether I will be able to get back to Norway in a reasonable way or not, as a continuance of the war would more than likely have brought Norway and Sweden also in. With a peace between Finland and Russia, there will be a pause, but the question may turn up again from time to time, if new incidents similar to "Altmark" occur, which is not unlikely. Regarding the Altmark affair, the Norwegian Government and all the people I have spoken to, with knowledge of international law, consider that the Norwegian Government has acted correctly and it is my impression that this is being more and more realised also in France and England. This is apart from sentiment which is of course an entirely different



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*Exhibit 1031*

matter, that is the question of entering the war or not and whether Norway in that case will not be more of a liability than an asset, in view of the long coast and thin population, and the country being insufficiently prepared.

It is admirable and a comfort to see the good spirit (you may nearly say gay) among the French. Life is going on very much the same as before the war, with the exception of the black-out and earlier closing hours.


Hoping you and your family are well, I am, with kindest regards,

Yours sincerely,

sign G. JEBSEN

P.S.—I have just received the preliminary result of Sté Industrielle du Titane for 1939, showing a profit of about Frs. 100.000.—after provision for depreciation and taxes.

Copy to Mr. Garesché



## Exhibit 1032

March 29, 1940

Dr. G. Jebsen,  
Titan Company A/S,  
Fredrikstad, Norway

Dear Dr. Jebsen:

In the absence of Mr. C. F. Garesché, who is in Florida recuperating from a recent operation, I have been requested by Mr. Rockwell to reply to your very interesting letter of March 12th.

We are pleased to learn that business was good last year, although somewhat lower in January and February. You have already been advised that our tonnage sales for 1939 increased 33.2% over 1938, while for the first two months of 1940 there was an increase of 18.3% over the corresponding two months of 1939. The increase in dollar sales would be even greater, due to the fact that our principal gain has been in "TITANOX"-A which, of course, commands a much higher price than the composite pigments.

Unfortunately, our costs since the first of the year have been very much higher than for last year, due primarily to the excessive freight rates now charged for the transportation of ilmenite ore. Consequently, our profits have diminished. The shrinkage, however, has not been sufficiently great so that we have found it necessary to increase any of our selling prices. In fact, we have, since the first of the year, reduced the price of "TITANOX"-C one-fourth of a cent per pound, applicable to all of the various types of this pigment, and have reduced the premium on "TITANOX"-A NC by one cent per pound.

*Exhibit 1032*

With respect to "TITANOX"-L, which we note still offers you little opportunity for profit, we call your attention to the fact that the production cost of this pigment was substantially improved throughout the year 1939, and so enabled us to continue our policy of selling you on the basis of cost plus the regular percentage, rather than an arbitrary sales figure. The report of December 31st, 1939, shows the total manufacturing cost for the year at \$146.14 per ton of 2000 pounds, and your transactions with us were adjusted on that basis. However, due to the increased freight rates on ilmenite and other advances, fortunately of a more moderate character, the cost for the first two months of 1940 stands at \$150.61. We hope and expect that this will be improved during the year. You are, of course, being billed for 1940 purchases on the basis of 1939 manufacturing cost, subject to adjustment at the end of the year.

The improvement in costs which we were able to accomplish last year definitely removed "TITANOX"-L from the category of a "Lost Leader Pigment". While the profits accruing to us from the sale of this pigment were not as great proportionately as that of other "TITANOX"-Pigments, they were reasonably satisfactory.

As for our future policy, we are not disposed to discontinue a material which showed an increase in tonnage sales of 127% in 1939, as compared with 1938, and which, in the first two months of 1940, has shown an increase of 74% over the corresponding months of 1939. Moreover, we feel that "TITANOX"-L definitely fills an important place in the list of pigments obtainable by the paint manufacturer, and that it has desirable qualities which are available in no other pigments.

With respect to a shortage of goods in Billingham, we have already promised Mr. Stopford that upon receipt of

## Exhibit 1032

a request from him we will do our best to accomodate him in connection with requirements originating in Australia and South Africa, and to this end have already made some shipments.

The increased production now available at our Sayreville plant, through the completion of the third unit, and somewhat greater production at St. Louis, both have helped to relieve a situation which had us rather worried in the latter months of 1939. At the moment, we are in a reasonably easy position with respect to supply and demand.

It is true that our stocks on hand of "TITANOX"-A and "TITANOX"-C have not yet attained the maximum which we have set up as a safe limit, but they are pretty close and in the case of "TITANOX"-B we have a little excess. In this connection we can release further shipments of "TITANOX"-B-25 for your requirements in Norway as soon as advice is furnished by you with respect to the quantities desired and the details of shipment.

I will leave the other points touched upon in your letter for such comment as Mr. Garesché may care to make, following his return which we expect will be by April 15th.

Yours very truly,

TITANIUM PIGMENT CORPORATION

I. D. Hagar—General Sales Manager

cc Mr. Rockwell  
Mr. Garesché

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**Exhibit 1033**

Telephone 41365 P. O. Box 270  
Telegrams: "SILCA" AUCKLAND

281 VICTORIA STREET W. AUCKLAND

27th March 1940.

Titanium Pigment Corporation,  
111 Broadway,  
New York, U. S. A.

Dear Sirs,

We have to thank you for your letter of the 21st ultimo and have to state that we are particularly interested in titanium for use in the manufacturing of coloured cements. Perhaps you could advise us on this point and send us a sample or samples of the most satisfactory grade for this purpose. We would appreciate a reasonably large sample of say two pounds to enable us to carry out the necessary work prior to ordering.

We would order only in reasonably large quantities and pay as usual in your country prior to shipment. Could shipment be made from the Pacific Coast and if so what difference if any would it make to prices.

We look forward to receiving the sample asked for and if it is suitable and competitive we could cable an immediate order.

Yours truly,

SILICA DEPOSITS LTD.

per: B. Sivrski

Technical Adviser.

BS:IB

3352

## Exhibit 1034

## NATIONAL LEAD COMPANY

Titanium Division

111 Broadway

New York

Dr. G. Jebsen,  
26 Rue de la Pepiniere,  
Paris,  
France

April 12, 1940

Dear Dr. Jebsen:

I have read with much interest your letter of March 12th to Mr. Rockwell. I note that Mr. Hagar has replied to your questions. I note your intention to suggest the possibility of Billingham supplying your French, Belgium and Holland markets, in which event, it may be necessary for us to take care of the requirements of Australia and South Africa. We will be very much interested to hear their reaction to your proposal.

Our latest information regarding Billingham's supply of ilmenite was as of September 1st, 1939, at which time we calculated they had a little more than three months' supply on hand. We have had no further news, except that we were advised that shipments of ore from Sogndol were reasonably heavy. We would be very much interested to know whether Billingham was able to increase their stock pile to give them a reserve for as much as six months. It would seem that the recent developments in Norway put them into a serious predicament, unless the Germans are quickly driven out of the country.

Yours very truly,

Manager

P. S. Have just heard that Billingham is trying to arrange for 2000 tons of Colachel ore from Hopkins & Williams.

C. F. G.



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Exhibit 1035

COPY

New York, April 12, 1940

NLT

JEBSEN

26 Rue de la Pepiniere  
Paris

HAVE CABLE BRUSSELS SIGNED KROMOS  
ASKING QUOTATIONS CIF ROTTERDAM AND  
ANTWERP TITANOX PIGMENTS ADVICE  
CONCERNING REPLY

HAGAR

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Exhibit 1036

COPY

Paris, April 13, 1940

NLT  
HAGAR  
LEADCO  
NEWYORK

KROMOS IS SOCIETE BELGES CABLE  
ADDRESS QUOTE FOR ALL QUALITIES  
EXCEPT LEADTITANATE PRICES EQUAL  
YOUR SALES PRICE TO TITANINC. FACTORY  
PLUS FIFTY PERCENT AND ADD FREIGHT  
AND OTHER EXPENSES STOP CREDIT  
TITANINC THE FIFTY PERCENT STOP SEND  
INVOICE TO SOCIETE BELGE FOR TOTAL  
AMOUNT

JEBSEN

3342

Exhibit 1037

April 18, 1940.

SOCIETE INDUSTRIELLE DU TITANE  
26, Rue de la Pepiniere  
Paris

Mr. Fletcher W. Rockwell, President  
National Lead Company  
111 Broadway, New York City

Dear Mr. Rockwell:

Although, I think the Germans will be thrown out of Norway within a relatively short period, we must reckon that quite some time will pass before Titan Company Inc.'s work as hitherto done on this side, can be resumed.

It is out of question to attempt to organize such work here in Paris at present. We will therefore, for the time being, have to get along in the simplest way possible and each company carry on its business as far as possible without depending on Titan Co. Inc.'s organization here in Europe.

In this connection I will have to ask more work being done on your side, for Titan Co. Inc.

Hitherto the Company's bookkeeping in New York has been reduced to a minimum and kept, as regards the European business, as well as Inc.'s accounts with the Guaranty Trust Co., on the basis of records made in Fredrikstad.

Some of this work I suggest now to be done in New York, until further, as it will appear in the course of my dealing with various matters below. I hope this can be done without causing too much trouble.

*Société Belge du Titane*

I instructed them Friday to take their supply from you or Billingham.

I assume, though, that they will not receive anything from Billingham for the time being, and on a telegram from Hagar Saturday, I replied, the 13th, as per copy enclosed.

Sté Belge du Titane sold in 1939 a very nice quantity; i.e., a little over 1000 tons calculated as  $TiO_2$ , and business is going well at present.

They operate with their own capital and funds (altogether about Belg. Frs. 800,000 of which B. Frs. 500,000 in share capital)—further with a Belgian loan of B. Frs. 1,000,000 and a Dutch loan of Fl. 50,000, these two amounting together to ca \$60,000. The loans are guaranteed by National Lead Company. /

Sté Belge is instructed to transfer all available cash into dollars, besides covering exchange also for receivables, and they will, in case these loans for some reason should not be renewed, have to call on Titan Co. Inc. for payment.

Sté Belge has today paid in to Titan Company Inc. more than they owe; how much I do not know, but expect to hear from Sté Belge one of these days. (Our records are in Fredrikstad).

Our business in Belgium and Holland has been of a very satisfactory nature, with good profits for Titan Co. Inc., so we are interested in and owe to help them as far as we can.

I suggest, though, that Mr. Hagar watches that we do not send too large shipments on one boat.

Invoices concerning the shipments, I trust, will be sent to Sté Belge on the basis mentioned in my cable of April

*Exhibit 1037*

13th, and these will serve Sté Belge for their bookkeeping and, in case it should be necessary, as a basis for the purchase of Dollars.

As regards payments, Sté Belge has hitherto paid into Titan Co. Inc.'s account with the Guaranty Trust Company, London or New York, as they have had means available; and independent of invoices. I have now asked them to pay to National Lead Company until they receive other instructions from you or me. National Lead Company will consequently receive money on account, independent of what goods, resp. invoices, have been sent to Sté Belge. This money should be credited Titan Co. Inc., which on the other hand, I take it, will be debited for the goods sent to Sté Belge.

As regards the means to pay Inc.'s expenses on this side, I suggest as most practical that I ask you (National Lead Company) to send us money as it will be required—this to be debited to Titan Co. Inc.'s account.

Consequently I must ask that the bookkeeping for Titan Co. Inc. be extended to record the above mentioned transactions.

*Société Industrielle du Titane*

Société industrielle du Titane has been working with the stock in hand in September, and 130 tons received from Thann et Mulhouse.

Blumenfeld has promised to supply us with 30 to 50 tons per month, but these are coming very slowly and he would like us to import from England.

Import from U. S. A. is subject to licenses, which no doubt will not be given because of more urgent use of foreign currencies.

*Exhibit 1037*

Billingham has until lately refused deliveries because of shortage, but Stopford has informed us of their interest to export now. This is in connection with the English Government's wish to see their export developed.

With the new English-French Treaty, France can be supplied from England without special licenses.

I have written to Stopford and suggested that B. T. P., in case of shortage of goods, should deliver to Societe Industrielle du Titane against being correspondingly supplied by National Lead Company in their oversea markets, Australia and perhaps South Africa, until the extension of the factory in Billingham has been made. (I assume that the extension of Sayreville is now completed and that you have no difficulties in making deliveries).

Stopford will send us 20 tons Extra T, but says he can not send any more before verbal discussion of the situation. This has not come off yet, as my departure to England has been delayed for various reasons.

As regards the outcome of the German invasion, I am fairly optimistic that the Germans will be thrown out within not too long. However, they may do a lot of damage in their usual way and you will realise my anxiety, particularly as to my family, friends, our staff and our factory and warehouse in Fredrikstad. Fredrikstad has been bombed, but indications are that our place has not been hit yet. I am without any personal news hitherto and do not know whether my wife and the children have been able to evacuate, according to plans made last autumn. If so, they should be in Lillehammer, which is unoccupied.

Henriksen being of military age, is going to Norway with the first transport taking Norwegians for the army. Personally I have no definite plans. I wish to go back as



## Exhibit 1037

soon as possible, to see my wife and family and see to the reorganization of the Titan Co. A/S, and wish also beforehand to have arranged for the supplies of France and the working of Sté Belge. As my return to Norway will presumably have to be via England, I suppose both can be achieved without interfering with each other.

The consolidated results of our activities last year were under preparation by Mr. Iuell and well on the way. From preliminary information it looked as if it would show about the same results as for 1938, after stocks had been put at prices equal to those of January 1, 1939, and also otherwise certain reserves made, but now it will be impossible to establish such a report for quite some time.

I am enclosing a copy for Mr. Garesché and will appreciate if you or he will give the necessary information or instructions to Messrs. Simon, Warshow, Hagar, Cole and Kaagebehn.

Please convey my best regard to all my friends.

Trusting that you and your family are well, I am, with kindest regards to you all

Yours,

(Signed) G. JEBSEN

P. S. I also enclose copy of a cable of April 15th to Mr. Hagar and beg this letter to be considered as answers to the cable he was good enough to send me the twelfth, copy of which also is enclosed.

P. P. S. I have just received a cable from Mr. Andersen, as per copy enclosed. This is the first contact I have since April eighth.

Copy to Mr. Garesché

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Exhibit P038

Paris, May 9th 1940.

I.D. Hagar Esq.  
Titanium Pigment Corporation  
111 Broadway  
New York City, U.S.A.

Dear Mr. Hagar,

I beg to confirm my cable of May 6th:

"CABLE CARLOAD PRICES IN USA FOR  
"TITANOX A B AND C AND SEND  
"PRICECARDS"

and your reply of May 7th:

"CARLOAD PRICES IN USA TITANOX A  
"THIRTEEN CENTS POUND B FIVE AND ONE  
"FOURTH CENTS C FIVE CENTS ALL IN BAGS"

I have to-day cabled you as follows:

"PLEASE CANCEL OLD PRICEQUOTATIONS  
"TO KRONOS AND CABLE NEW PRICES BASED  
"ON YOUR PRICES PREVAILING UNITED  
"STATES PLUS FREIGHT AND OTHER COSTS  
"STOP THESE SHALL BE APPLIED ALSO TO  
"GOODS ORDERED OR SHIPPED SINCE APRIL  
"13 STOP SEND IF NECESSARY NEW  
"INVOICES EXCUSE TROUBLE HAVE  
"INFORMED KRONOS"

I am sorry to have to trouble you in this manner and draw on your patience. My excuse is that we are at war on this side, which certainly complicates matters.

As our price policy for Titan Co. Inc.'s charging Sté Belge for goods from U.S.A. will be based on your do-

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Exhibit 1038

mestic prices until further, I must ask you kindly to keep me informed in time of any changes in your domestic prices and also give Sté Belge sufficient notice of such changes.

The reasons for changing to this policy are several, which it will take too long to go into here. I hope we will be able to continue on this basis, which seems also the most practicable, but this will depend on various conditions which are beyond our influence.

With kindest regards,

Yours very truly,

sign. G. JENSEN

Copy to Mr. Garesché

## Exhibit 1039

April 19, 1940

Silica Deposits Ltd.,  
281 Victoria Street East,  
Auckland, New Zealand

Gentlemen:

Thank you for your letter of March 27th in further reference to the use of Titanium Pigments for the manufacturing of cements.

For the purpose which you have indicated the standard grade of Titanium Dioxide would probably be as beneficial as any. Of equal stability, but lessor in tinting strength, is Titanium Barium Pigment, and this also should prove satisfactory.

In the matter of samples, we feel it best to refer you to:—

Imperial Chemical Industries,  
380 Collins Street,  
Melbourne, Australia

from whom you can also obtain quotations.

Yours very truly,

TITANIUM PIGMENT CORPORATION

I. D. Hagar—General Sales Manager.

cc: Imperial Chemical Industries, Melbourne

cc: British Titan Products Co. Ltd., Stockton, England

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Exhibit 1040

April 23, 1940

Mr. J. Gerlach,  
J. A. Ewing & McDonald, Inc.,  
101 West 31st Street,  
New York City

Dear Sir:

We acknowledge your letter of April 19th in further reference to an order recently received from your client in *South Africa*.

First, let us advise you that since your order came to our attention, we have been requested by our English associates to refer all orders originating in the British Empire to them, since it is highly important that they maintain the maximum of Empire trade under existing conditions.

We cannot, therefore, accept further orders from any part of the British Empire, but will in this instance work along with you, since the inquiry came to us prior to the instructions referred to above.

In response to your request for information regarding the various grades which we produce, we believe we can best serve you by furnishing galley proofs of advice soon to be published in one of the Paint Trade Journals. These came to us for correction just recently and two copies are attached, one for your own use and one to be forwarded to your South African clients.

Yours very truly,

TITANIUM PIGMENT CORPORATION

I. D. Hagar—General Sales Manager:

## Exhibit 1041

Paris, May 1st, 1940.

GJ/AK

H. S. Tasker Esq.  
Stocks Wood  
Wareham  
Dorset

Dear Mr. Tasker,

I note the Minute No. 932 of the Board Meeting of April 17th 1940, and can not but think that the criticism which apparently is expressed by the Board of the British Titan Products Company has been made without knowledge or sufficient consideration of the circumstances.

I beg therefore to mention the following:

Titan Company Inc., which has licensed the various associated companies, has operated commercially in these territories re which licenses have not been given, and it has also supplied Société Industrielle du Titane, which, of various reasons, has not yet constructed a manufacturing unit.

Some of these markets, and this particularly applies to France, have been developed and maintained for years even at a loss, as a matter of policy which it should be unnecessary to explain here, a policy which also has had the interest of all the associated companies in mind.

It has been the practice between the British Titan Products Co. and Titan Co. Inc., that deliveries to Titan Co. Inc. for territories outside B.T.P.'s have been made at cost plus 10%.

What Titan Co. Inc. has done with the goods so purchased is Titan Co. Inc.'s own matter, and it is difficult to



*Exhibit 1041*

understand the objection the Board feels, and this to such extent as to make it the subject of a Board resolution.

In parenthesis, I will mention that an exception has been made as regards deliveries, which have been made to territories which are operated by companies with manufacturing units. This has been a matter of understanding in these specific cases.

When Titan Co. Inc. in the case dealt with in Minute No. 932 asked B.T.P. to reserve a profit of 10% for Titan Co. Inc., instead of sending its own invoice to Sté Industrielle du Titane, this was a practical measure due to the specific circumstances arisen from the war, which at present and for some time has prevented Titan Co. Inc.'s organisation in Europe for a considerable part from functioning.

I suppose that also the following should be mentioned:

From the Minute I am under the impression that the 10% profit mentioned is considered as a payment for which Titan Co. Inc. has not made or is not making any contribution.

Probably most of the members of the Board are not sufficiently familiar with the functions of Titan Co. Inc. This company has maintained at its own expense a clearing office for technical and commercial exchange of experience, which has been considerably more than a pure automatic work and has, I believe I can say, exercised a beneficiary influence on the international cooperation. To this end, a staff has been maintained of more than secretarial qualifications, and also other expenses are involved.

The money for this has to come from somewhere, and therefore the profit to which the Board has taken an objection is not a net profit.

Although the war to a great extent has eliminated this work, the staff is still existing and has a right to be sup-

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*Exhibit 1041*

ported in a similar manner as the staff of the associated companies doing war service. It should be remembered that this staff consisted chiefly of Norwegians living in Paris and not of Americans in New York, and further that the expenses I refer to were incurred in Europe, chiefly in France, until the war broke out.

I should appreciate if you will bring the above to the attention of the other members of the Board, as the Minute leaves with me the feeling that the Board is under a wrong impression, having not been made sufficiently acquainted with real circumstances.

With kind regards,

Yours very truly,

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Exhibit 1042

Paris, May 2nd 1940.

C. F. Garesché Esq.  
National Lead Company  
Titanium Division  
111 Broadway  
New York City, U. S. A.

Dear Mr. Garesché,

Many thanks for your letter of April 12th in answer to my letter of March 12th to Mr. Rockwell.

I wrote another letter concerning the markets to Mr. Rockwell on April 25th, and am now following this matter up in a letter to you, assuming that he prefers you to deal with this first hand.

Mr. Stopford left here this morning for London, after three days visit, during which we discussed the situation thoroughly.

There is not much to be added in principle to my letter of April 25th, but I may develop the matter somewhat.

First: In addition to the countries mentioned in my letter of April 25th "China and probably Spain and Portugal" should also be mentioned Turkey. Stopford was also in hope of South America, as these currencies are of great interest.

He repeated that E. T. P., according to the government's proposal, could hold the profits in suspense until after the war, with a view to transferring these profits to Titan Co. Inc. when the war is over, with full liberty for Titan Co. Inc. to dispose of the profits then, as Titan Co. Inc. considers right. Whether these profits would be taxed

*Exhibit 1042*

in England was a matter under investigation, re which he could not express himself at present. I include a memo which Stopford detached on my request.

Stopford pointed out the importance to England and the British Empire of acquiring foreign currencies and reducing the need for such.

For the latter reason, he considered export from U. S. A. to Australia, as I suggested, out of question. Dollars are scarce.

The English government wish export even at the expense of the home market and the size of a firm's export business is of primary importance for the obtainment of facilities as to raw material requirements as sulphuric acid, ilmenite, etc., as well as to the purchase and time of delivery of apparatus and materials for an extension of the factory's capacity.

The English government would not ask them to break their agreement, but if the export was not done, he was wondering if the government would not look out for other ways of acquiring this export business.

A supply of France would be considered as export, but of less interest than export to countries with a currency not connected with the pound. England and France cooperating together are more or less in the same boat in these matters and he assumed that, as long as England restricted home consumption to necessities, export licences to France would be considered with this in mind and be correspondingly limited.

However, I understand that France shall also be enabled to export so that its requirements in this respect will to a certain degree be considered as necessities and an import.

*Exhibit 1042*

to France may be permitted also with the consequence of liberating some material of Blumenfeld's for export.

Blumenfeld is contractually free to operate the markets like South America, China, Turkey, Spain, Portugal, etc.

Another supplier to these markets may be Montecatini at the time being.

Stopford has accepted orders (for shipment soonest), from Société Industrielle du Titane, corresponding to 187 tons calculated as  $\text{TiO}_2$ , and he considers the question of further supplies of ca 50 tons  $\text{TiO}_2$  per month in various quantities.

B. T. P. may also in part supply Belgium and Holland. His prices cif works begin to be practically the same as yours and I believe it will be wise to give him this opportunity, but how long will Belgium and Holland be left in peace?

Supply from England has the advantage of quicker deliveries with the possibility of keeping lower stocks in these countries.

Billingham's capacity at present is ca 7000 tons  $\text{TiO}_2$ . Extension to 8000 tons will be ready in 6 months, but the extension planned last summer will take ca 11 months from now.

He has Ilmenite in stock for 6 to 7 months, which may just keep him going until supply can come from India at the beginning of next shipping season, but as it is a very narrow margin, he hopes anxiously to get the 2000 tons you mention.

I shall look forward to hear from you in the near future and will then go to England to talk the various matters over with B. T. P.

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*Exhibit 1042*

As regards the countries like China, Turkey, Spain, Portugal, I should appreciate a clear cut answer.

With kindest regards,

Yours very truly,

G. JEBSEN.

P. S.—Yesterday Gilbert received a word from Janda of Thann et Mulhouse (Blumenfeld), that they could not deliver 30 to 50 tons per month (because of shortness of raw materials?), but would send small parcels of 3 to 5 tons, so that a supply from them is as always feared rather doubtful.

P. P. S.—In connection with the above, I refer also to my letter of today to Mr. Hagar.

Copy to Mr. Rockwell



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Exhibit 1043

Letterhead of

TITAN COMPANY, INC.

GJ/AK

C. F. Garesché Esq.  
National Lead Company  
Titanium Division

Paris, May 29th 1940.

111 Broadway  
New York City, U.S.A.

Dear Mr. Garesché,

I confirm my cable of to-day as follows:

"SUGGEST YOU TAKE OVER SALESWORK  
"SUPPLY BELGIAN DUTCH COLONIES FOR  
"TITANICS ACCOUNT STOP WILL TRY  
"SUPPLY YOU LIST OF CUSTOMERS STOP  
"BASE PRICES ON YOUR OWN FOB PRICES  
"STOP HAVE NO NEWS FROM VLEESCHOUWER  
"AND KERSTEN BUT ACCOUNTANT DHONT  
"AMONGST REFUGEES NEAR ROUEN,"

which speaks for itself.

The list of customers I hope to get from Mr. Dhont and will send it as soon as I have received it.

Many thanks for your letter of May 17th.

I suppose you will hold the profits in suspense until after the war and keep track of how much profit has been made on each market in question.

I am very glad to note that these markets now will be taken care of and I trust that you will go after them energetically.

*Exhibit 1043*

With the new situation which has arisen since the capitulation of the King of Belgium, the question arises how long Billingham will be able to continue export, as I assume that all efforts will be put to war production and sulphuric acid may be difficult to have in sufficient quantities.

I have sent you yesterday copy of my letter of May 29th to Mr. Rockwell, which speaks for itself.

Personally I do not feel that we will have to leave Paris in the very early future, but it is better to be prepared early than too late.

The capitulation of the king of Belgium has rather reinforced the determination here in France, than having a depressing effect.

With kindest regards,

Yours very truly,

G. JEBSEN

*Copy to Mr. Rockwell.*

" " *Mr. Hagar.*

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Exhibit 1044

Letterhead of

GJ/AK

TITAN COMPANY, INC.

C. E. Garesché Esq.  
National Lead Company  
Titanium Division  
111 Broadway  
New York City, U. S. A.

Paris, June 5th, 1940.

Dear Mr. Garesché,

Many thanks for your letter of May 17th.

Reading this, I got at first the impression that you had in mind that B. T. P. also should supply China, Spain, Portugal and Turkey besides the Titanium Pigment Corporation;

However, I could not find any information concerning an authorization of the Board of Titaninc for B. T. P. supplying those countries and, as Mr. Rockwell's telegram and letter were quite definite, I have informed Mr. Stopford in conformity with this.

I assume you had in mind the British Titan Products Co.'s deliveries to France and the contemplated deliveries to Société Belge.

The factors which you put forward in the second paragraph to be considered in connection with B. T. P.'s proposal, are of course fully justified and the decision taken creates a clearer position, so that in fact I was expecting the decision arrived at.

From your letter, however, and considering as information from Mr. Hagar last autumn, I am under the im-

## Exhibit 1044

pression that the Titanium Pigment Corporation will only accept such orders as they receive, and not solicitate orders or do any active sales work. It may be that the last would be putting too high a demand on you, compared with the possible results, but you will realize the importance of maintaining those markets.

In view of the last paragraph of your letter of May 17th, I may mention that I have expressly said to Mr. Stopford that deliveries to Titanine's territories during the war shall not form a basis for any claim from them or obligation for us as regards supplies later, and he was perfectly in agreement with them.

Contractually Sté Ind. du Titane's territory form a part of Titanine's territory vis a vis the B. T. P. but, for the sake of clearness, it was expressly mentioned that the above applies also to the territory of Sté Ind. du Titane.

With kindest regards,

Yours sincerely,

G. JEBSEN

*Copy to Mr. Rockwell.*

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Exhibit 1045

June 7, 1940

original regular mail  
copy air mail

Dr. G. Jebsen,  
26 rue de la Pepiniere,  
Paris  
France

Dear Dr. Jebsen:

I acknowledge yours of the 29th ultimo confirming your cable regarding sales to Belgian and Dutch colonies.

I note your request that we hold profits in suspense until after the war and keep track of how much profit has been made on each market in question. I am referring your request to Mr. Warshow's department.

I am asking Mr. Hagar to go after the business in the Belgian and Dutch colonies just as soon as we receive the list that you expect to get from Mr. Dhont.

Yours very truly,

Manager

cc Mr. Warshow (2)  
Mr. Hagar

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Exhibit 1046

COPY

NATIONAL LEAD COMPANY

Titanium Division

111 Broadway

New York

Dr. G. Jebsen,  
Villa Nordis,  
Allee du Tour du Lac  
Hossegor, Landes  
France

June 21, 1940

Dear Dr. Jebsen:

I have yours of the 5th instant from Paris.

We had presumed that you were perhaps arranging for BTP to furnish pigments to China, Spain, Portugal and Turkey during the emergency, but had not in our letters intended to convey the idea that there had been formal authorization to that effect.

As regards our soliciting business in the various colonies, we wish to make our program fit what you feel is desirable. We can see the importance, particularly under present conditions, of our attempting to serve these customers so that they will not be lost when the emergency is ended. Please be assured that we will do this to the best of our ability.

Yours very truly,

C. F. Garesché

cc Mr. Hagar



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Exhibit 1047

COPY

February 6, 1941

Mr. C. J. Stopford,  
British Titan Products Company Limited,  
Burlington House,  
Yarm Road,  
Eaglescliffe,  
Stockton-on-Tees, England

Dear Mr. Stopford:

We cabled you on February 5th as follows:

"HAVE REQUEST 4 TONS OXIDE INDIA FROM  
LOCAL BROKER. IF REFUSED WILL PUR-  
CHASE ELSEWHERE. SHALL WE QUOTE. CA-  
BLE RPLY." HAGAR

This morning we were pleased to receive from you the  
following cable in reply:-

"AGREE YOU QUOTE FOUR TONS OXIDE INDIA"  
STOPFORD

The Binney & Smith Company represent us in South Amer-  
ica but they also do export business all over the world.  
They recently had an order from one of their clients in  
India, the identity of which they have not divulged other  
than to say it was a rubber manufacturing plant, for sev-  
eral different products including 4 tons of Titanium  
Dioxide.

The Manager of their Export Department, Mr. H. V.  
Whelan, called us on this matter and asked if we would  
supply them with the Titanium Dioxide. I was hesitant  
to consent to this, even after talking with Dr. Jebson and

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*Exhibit 1047*

despite the fact that Mr. Whelan claimed they would have to go into the market and purchase the pigment from someone else in the event we would not sell them. Accordingly I cabled you and was very glad to have your consent to the transaction.

We are selling the pigment to Binney & Smith at our regular American price of 14-1/4¢ per pound, packed for export, delivered either to their warehouse or to the steamship pier. They will charge this price, plus the cost of handling, delivery, etc., and will waive their usual commission of 5% unless you would be willing to grant that out of your profits. We, of course, will handle the transaction as for your account, invoicing you on the basis of cost, plus 10%, any profits beyond this to accrue to your credit.

Yours very truly,

I. D. Hagar Vice President.

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Exhibit 1048

BRITISH TITIAN PRODUCTS CO., LTD.  
BILLINGHAM

CJS/SL/19520

8th March 1941.

I. D. Hagar Esq.,  
Titanium Pigment Corporation,  
111 Broadway,  
New York, N. Y.

Dear Mr. Hagar,

Many thanks for your letter of February 6th, confirming arrangements in regard to the quotation to the Binney & Smith Company for shipment to India. I thank you for the action you have taken in this matter, with which I am in full agreement.

With regard to the correspondence with Mr. Barnes, of Lewis Berger & Sons Ltd., enclosed with your letter, I find the first paragraph of Mr. Barnes' letter to Mr. Corddry, dated February 4th, very interesting. I do not want to appear grasping, but we certainly need every dollar we can get hold of in these days of heavy purchases from America, and as it would appear that we are entitled to the profit over and above cost plus 10% on your material shipped by the Sherwin Williams Company to Australia, if they or Mr. Barnes would tell you how much they have shipped since the outbreak of war, we should be very pleased to receive credit for the profit on the shipments.

Yours very truly,

C. J. STOPFORD  
Director and General Manager.

Exhibit 1049

copy

Nov. 29, 1939.

Mr. George Barnes,  
Lewis Berger & Sons, Ltd.  
c/o Sherwin Williams Co.,  
292 Madison Avenue  
New York City

Dear Mr. Barnes:

I very much appreciate your letter of Nov. 21 asking that we quote you on our various grades of "TITANOX" pigments required for your plants located in the British colonies.

In accordance with our telephone conversation of yesterday, we cabled the British Titan Products Company, and have been advised by them that it will be satisfactory for us to quote and supply you thus removing the restrictions mentioned in your letter.

We are, therefore, pleased to quote you domestic prices f. a. s. New York packed for export for deliveries to your plants in the British Empire outside of the United Kingdom. We are attaching our price schedule of domestic prices applying to all pigments.

For your information, "TITANOX"—A is our trade name for commercially pure titanium dioxide ( $\text{TiO}_2$ ). "TITANOX"—B (Titanium Barium Pigment) contains 25%  $\text{TiO}_2$  and 75% barium sulphate, while "TITANOX"—B-30, contains 30%  $\text{TiO}_2$  and 70% barium sulphate. "TITAN"

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*Exhibit 1049.*

ox"-C (Titanium Calcium Pigment) contains 30%  $\text{TiO}_2$  and 70% calcium sulphate. "TITANOX"-M (Titanium Magnesium Pigment) contains 30%  $\text{TiO}_2$  and 70% magnesium silicate.

If this letter, together with the attached price list and booklet, does not give you all the information you desire, please do not hesitate to communicate with us.

Yours very truly,

TITANIUM PIGMENT CORPORATION

cfe

G. W. CORDDRY—Eastern Sales Manager

cc I. D. Hagar

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Exhibit 1050

Letterhead of

LEWIS BERGER & SONS, LTD.

Mr. G. W. Corddry  
Eastern Sales Manager  
Titanium Pigment Corporation  
111 Broadway  
New York, N. Y.

February 4, 1941

Dear Mr. Corddry:

On occasions our very good friends the Sherwin-Williams Company have been shipping to our associated company in Australia supplies of Titanium Oxide which have apparently been purchased from you, and I have now received an order from Australia in which they ask me to ship 4000 lbs. of Titanium Oxide No. 134N/169.

After considerable correspondence with the Sherwin-Williams Company they inform me that the No. 134N/169 was a grade manufactured by you and the number was assigned to a grade while you were experimenting with a color retention Titanium. Finally, however, when you standardized you made your reference number Titanox A #168MO, the "MO" meaning medium oil absorption.

The writer would be grateful if you would at your earliest convenience indicate the price f.a.s. your nearest port of shipment to Sydney, Australia, that you are prepared to quote for a small quantity of 4000 lbs., indicating whether the price is subject to any buying commission and terms



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*Exhibit 1050*

of payment, so that I can arrange to send you the necessary official order.

With kindest regards.

Yours very truly,

LEWIS BERGER & SONS, LTD.

G. BARNES

G. Barnes

GB:J

~~LON ORD MAIL~~

~~SYD ORD MAIL~~

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**Exhibit 1051**

Letterhead of

**BRITISH TITAN PRODUCTS COMPANY  
LIMITED**

CJS/SL/19873

31st March 1941

I.D. Hagar Esq.,  
Titanium Pigment Corporation,  
111, Broadway,  
New York, N. Y.

Dear Mr. Hagar,

Lewis Berger & Sons Limited advise us that in January, 4,500 lbs of Titanox-A were shipped to Australia on their account by their American associates. The invoice was at 43¾ cents per lb., amounting to 1,618.75 dollars, with the addition of 72.25 dollars for freight. Also a further order has been placed covering 4200 lbs.

I am sending this information to you, as you may not have obtained it from Lewis Berger's in U. S., and in the hope that you will credit us with the profit on the transactions.

Yours very truly

C. J. STOPFORD

C. J. Stopford

Director and General Manager.

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**Exhibit 1052**

May 1, 1941

Mr. C. J. Stopford,  
British Titan Products Company Ltd.  
Burlington House,  
Yarm Road,  
Eaglescliffe,  
Stockton-on-Tees, England

Dear Mr. Stopford:-

We refer to your letter of March 31st in reference to shipments to Lewis Berger & Sons.

The first paragraph of your communication states that in January, 4,500 pounds of Titanox A were shipped to Australia on their account by their American associates and that the invoice was at  $13-3/4$ ¢ per pound, amounting to \$1,618.75.

Our records indicate that this shipment was made in January 1940, and that the value at  $13-3/4$ ¢ per lb. was \$618.75. We call your attention to the fact that the profit on this transaction was transferred to you by our credit memorandum No. Y-2427 dated January 29, 1940, in the amount of \$252.22.

The order for 4,200 pounds, to which you also refer, is in the process of being billed at the present time. It was shipped from our Sayreville plant on April 9, 1941. As soon as the transaction is complete a proper credit memorandum will be issued to you.

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*Exhibit 1052*

So far as we can determine these are the only transactions with Lewis Berger and credit for each is being awarded to you.

Yours very truly

TITANIUM PIGMENT CORPORATION

d

I. D. Hagar-Vice President.

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**Exhibit 1053**

Letterhead of

**KWANG HWA**

27.3.40

Messrs. Titanium Pigment Corporation  
111 Broadway  
New York

Dear Sirs,

We are in current need of Titandyoxyd for our production.

We would be very much obliged to you if you could send us samples and a price-list as well as your conditions.

Yours sincerely

**THE KUNG HWA RUBBER FACTORY**

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Exhibit 1054

April 19, 1940

The Kwang Hwa Rubber Mfg. Co. Ltd.  
28A. Laucerne Road,  
Shanghai, China

Gentlemen:

We acknowledge your letter of March 23, 1940 requesting samples and a price list on Titandyoxyd. We presume that you have reference to Titanium Dioxide.

Under arrangements consummated some time ago we are represented in China through agents who handle the production of Titanium Pigments from our European Affiliates. Therefore, we respectfully refer you to:

"Defag" Deutsche Farbenhandlag,  
Waibel & Company,  
Szechuan Road,  
P.O.Box 1115  
Shanghai, China

Yours very truly,

TITANIUM PIGMENT CORPORATION

d

I. D. Hagar-General Sales Manager.

cc: Defag • Deutsche Farbenhandlag, Weibel & Co.,  
Shanghai

cc: I. G. Farbenindustrie A/G Frankfurt a/2020, Germany



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Exhibit 1055

Paris, May 3rd, 1940.

I. D. Hagar Esq.  
Titanium Pigment Corporation  
111 Broadway  
New York City, U. S. A.

Dear Mr. Hagar

I acknowledge receipt of your cable of May 1st, received yesterday, reading:

"H. M. HODGES SHANGHAI REQUESTS REPRESENTATION OUR PIGMENTS BECAUSE DEFAG CLOSED.

"PLEASE ADVISE."

and confirm my today's reply, as follows:

"CABLE RE CHINA RECEIVED. REFER MY LETTER APRIL 25 TO ROCKWELL AND LEAVE DECISION

"TO TITANINCS BOARD STOP LETTER TO GARESCHE WITH FURTHER INFORMATION GOES WITH

"CLIPPER TOMORROW".

My letters to Mr. Rockwell and Mr. Garesché contain all the information I can send and I must leave it to Titaninc's Board to take a decision.

As a Norwegian, being at war with Germany, I neither can, nor do I wish to have anything to do with the Germans.

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*Exhibit 1055.*

Trusting that the right decision will be taken in New York, I am, with kindest regards and best wishes to Mrs. Hagar and yourself,

Yours very truly,

G. JEBSEN.

P.S.—I would, though, in view of the steadily changing conditions in the world, suggest to avoid giving a representation definitely to a firm, but rather let them work and protect them by not selling to others in that territory, until more experience is gathered.

Under the present circumstances where, generally speaking, it is more difficult to get materials than to sell them, this will probably be satisfactory to the applicant.

2 P.S. I have no knowledge as to where H. M. Hodges is.

*Copy to Mr. Gafesché.*

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Exhibit 1056

May 16, 1940.

Dr. G. Jebsen,  
26 Rue de la Pepiniere,  
Paris, France

Dear Dr. Jebsen:

We acknowledge your letter of May 3rd in which you confirm the cable received from us with respect to *Hodges, Shanghai*, and your reply thereto in which you instruct us to leave the decision to the Board of Titan Co., Inc.

As we stated in another letter, at a meeting of Titan Co., Inc.'s Board yesterday, it was agreed that during the emergency we would accept orders from certain countries previously served by I. G. where it was now impossible for them to fill orders, such action on our part to be only for the duration of the emergency.

It is not our thought to make any hard and fast arrangements from which we could not readily withdraw when the time comes for us to do so.

We are looking up H. M. Hodges and may make a proposal to them a little later on if their credit references seem satisfactory.

We will keep you advised of whatever steps we take in this direction.

Yours very truly,

TITANIUM PIGMENT CORPORATION

I. D. HAGAR—General Sales Manager.

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Exhibit 1057

COPY

May 17, 1940

Dear Dr. Jebsen:  
26 rue de la Pepiniere,  
Paris, France

Dear Dr. Jebsen:

Your letter of May 2nd is acknowledged. I note from it that Mr. Stopford spent three days with you in Paris discussing the matter of B.T.P. furnishing pigments to certain territories heretofore served by Titangesellschaft.

One factor to be considered when contemplating B.T.P's proposal to hold profits in suspense until after the war, is that such funds in escrow might well be depreciated even to worthlessness by reason of possible inflation. Of course, the uncertainty as regards possible taxation is another important factor.

We can appreciate the importance of export to England, and can only be sympathetic regarding the necessity of such a program. However, we feel it would be rather doubtful that they would be able, or willing, to supply all of the requirements of Titangesellschaft's foreign territories, and in the event that they failed, it would probably mean that Blumenfeld or Montecatinie, would be in position to capture the market and perhaps hold it after hostilities ceased. It would be our feeling, therefore, that if you are in position to supply these territories from both B.T.P and ourselves, that Titaninc's best interests would be served.

We were very interested to hear that Billingham have on hand a 6-7 months' supply of ore. Having had no

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*Exhibit 1057*

figures since September 1, 1939, we had attempted to estimate how much they might possibly have accumulated and had more or less arrived at a figure of a maximum six months' supply as of May 1st. Apparently they have done a little better.

As Mr. Rockwell has advised you, the Board of Directors of Titaninc have authorized the Titanium Pigment Corporation to accept orders from China, Spain, Portugal, Turkey and other territories which before the war, were served by Leverkusen.

We had gathered the impression that B.T.P were asking Titaninc to agree to take certain foreign supplies from them for a period of years, perhaps longer than the end of the war, but this situation is not touched upon in Mr. Stopford's memorandum attached to your letter.

Yours very truly,

(signed) C. F. GARESCHE  
Manager

cc Mr. Hagar

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Exhibit 1058

Letterhead of

SUGRO A.-G. BASEL

May 25th 1940

VST/MR.

SECOND MAIL

Titanium Pigment Corporation,

New York.

111 Broadway

Dear Sirs, *Titanium Dioxide pure 99%.*

We are the Swiss agents for Messrs. Fabriques de Produits Chimiques de Thann et de Mulhouse S.A., Thann, the French producer of Titanium Dioxide, and have been supplying the Swiss market in competition to the J.G. Farbenindustrie. Since the war deliveries from France have become rather irregular. Matters have grown worse since the invasion of Holland, Belgium and France and these last days supplies from Thann stopped entirely, the French railway system being temporarily monopolised by the Military authorities.

In order not to lose contact with our clients we are on the lookout for a new source of supply and we beg to inquire by the present whether and on what conditions you would be in a position to furnish us

*Titanium Dioxide pure 99%*

in lots of 10/20 tons at a time, packed either in bags of 50 kgs each or casks of 200 kgs contents. Shipment would



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*Exhibit 1058*

have to be effected to Genoa and we shall thank you to indicate with your offer the present freight rates in force for this product to that port.

We sincerely hope that you will not hesitate to give this matter your careful attention and pass us a favourable decision by return of mail.

When fixing your prices please keep in mind that we still have to face German competition and that high freight rates from U.S.A., warriskinsurance etc. will make business very difficult.

-:./.

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Exhibit 1059

WESTERN UNION TELEGRAM

JUNE 3 1940

JEBSSEN

26 RUE DE LA PEPINIERE

PARIS

SUGRA A/G BASEL REQUESTS WE QUOTE OX-  
IDE 10 TO 20 TON LOTS FORMERLY SUPPLIED  
BY THANN. PLEASE ADVISE

HAGAR

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Exhibit 1060

WESTERN UNION CABLEGRAM

TFCH PST113 EG. 10 4/1558

PARIS

HAGAR C/O NATIONAL LEAD CO.,  
111 BROADWAY.

LC HAGAR LEADCO

NEW YORK

MAKE NO OFFERS TO SWITZERLAND

JEBSEN.

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**Exhibit 1061**

*Translated from Norwegian.*

*Minutes*

of the Board Meeting in A/S TITANIA

on June 21, 1940.

*Present:*

Members of the Board • Mr. Vogt and Mr. Borchgrevink

Others: Mr. Knudsen, Mr. Mölbach and  
Mr. Anker

1. Mr. Knudsen informed that space has been booked for shipment of approx. 6000 tons Ilmenite to Titangesellschaft. The shipment will go forward before the end of the present month.

On telegraphic inquiry how it will be with additional shipments, Titangesellschaft have replied that they will require 40,000 tons during the rest of the year, in monthly shipments of about 6000 tons.

There has also come a telegraphic inquiry from Montecatini Italy, if we can offer them Ilmenite. This inquiry has been communicated to Titangesellschaft, as it was desirable to obtain the latter company's consent before offering. However, no reply has as yet been received from Titangesellschaft.

With these prospects of future shipments, it was decided to commence operations on August 1, and Mr. Mölbach was requested to make preparations for the starting.

Signed: C. H. VOGT.

Signed: H. S. BORCHGREVINK.

**Exhibit 1062***Minutes*

of the Board Meeting in A/S TITANIA

on July 31, 1940.

*Present:*

Members of the Board: Mr. Vogt and Mr. Borchgrevink

Others: Mr. Knudsen and Mr. Anker.

---

3. Mr. Knudsen informed that approximately 12,800 tons have now been shipped to Titangesellschaft and the stock of ilmenite is thereby reduced to about 12,700 tons. Titangesellschaft have consented to that 5,000 tons can be supplied to Montecatini, Italy, but the sale is not closed, as Montecatini is awaiting the Italian authorities' permission to import and to pay for the material with free currency.

In respect to further shipments to Titangesellschaft, space has been booked for shipment of approximately 6,000 tons in August, and Titangesellschaft have informed that they expect being able to receive about 6,000 tons per month during the rest of the year.

---

Signed: C. H. VOGT.

Signed: H. S. BORCHGREVINK.

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**Exhibit 1063**

September 12, 1940

*MEMO to Dr. Jebsen:*

I am attaching hereto a statement which I had our Accounting Dept. compile showing in detail all sales to countries south of the Panama Canal during the year ending August 31, 1940.

It will be noted that the total sales of all pigments were approximately 192 tons, and that most of it was sold through our New York brokers, Binney & Smith and National Lead Co. of South America.

Of course, South America is open territory, but if it were possible to identify any of these sales as normally going to Titangesellschaft, we would give consideration to adjusting the profits with them after hostilities have ceased.

You will note that we have made no sales to China, or to Spain or Portugal or their colonies.

I will be pleased to discuss this further with you at your convenience.

Please return the statement when it has served your purpose.

C. F. GARESCHÉ



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Exhibit 1064

WESTERN UNION TELEGRAM

September 13, 1940

Kuhne  
Titanco  
Leverkusen  
GERMANY

HAVE INQUIRY PIGMENTS PORTUGAL. SHALL  
WE QUOTE IF SO WHAT PRICE WILL PLAN TO  
HOLD PROFIT FOR YOUR ACCOUNT.

Garesche  
Titanox

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Exhibit 1065

WESTERN UNION TELEGRAM

NLT

September 17, 1940

Titangesellschaft  
I. G. Werk  
Leverkusen, Germany

YOUR LETTER AUGUST TWENTIETH WE  
HAVE MADE SOME OFFERS WITH INTENTION  
HOLD PROFIT FOR YOU AFTER DEDUCTING  
COST PLUS TEN PERCENT AND FIVE PERCENT  
SALES EXPENSES STOP INCREASING IN-  
QUIRIES INDICATED YOU UNABLE SUPPLY  
AND WE FEARED MARKETS LEFT TO COM-  
PETITION STOP NO SALES EFFECTED STOP  
WILL CEASE OFFERING NOW STOP IF NEEDED  
WE WILLING SELL ON ABOVE PRINCIPLE TO  
PEOPLE YOU INDICATE MINIMUM BILLING  
PRICE BE OUR DOMESTIC PRICES FOB PLUS  
EXPORT PACKAGES TERMS CASH

Garesche

3390

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Exhibit 1066

RCA RADIOGRAM

SEP 20 1940

HRDGG PR 1188

FRANKFURTMAIN 25 19 1314

NLT TITANIUM-PIGMENT CO

111 BROADWAY NEWYORK

GARESCHÉ PLEASE NOT MAKE OFFER PORTU-  
GAL STOP INQUIRIES WILL BE DIRECTED TO  
SODANIL BECAUSE ARE ABLE SUPPLY

SULFUR

3404

3391

Exhibit 1067

I. G. Farbenindustrie A. G.

Frankfurt (Main) 20

September 23, 1940

Titanium Pigment Co.  
111 Broadway  
New York, New York

Re: "*Kronos*" Titanium White

Gentlemen:-

Your telegram, addressed to Dr. Kuhne at Leverkusen, with reference to deliveries to Portugal, was passed on to us by Titangesellschaft. We are unable to take advantage of your kind offer due to the fact that we are now in a position to supply the Portuguese market from our side.

We ask you, therefore, not to send any offers to Portugal and to refer any interested parties to our representatives at the following addresses:

1. *In the Province of Porto:* Sociedade de Anilinas  
Lda. Rum José Falcao  
199, Porto.
2. *In the Province of Lisbon:* Sociedade de Anilinas  
Lda. 1 Travessa das  
Pedras Negras 1 Lis-  
bon.

We have cabled you according to these above given instructions.

We beg to remain,

Yours very truly,

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT  
c.c. Titangesellschaft-Leverkusen

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Exhibit 1068

RCA RADIOGRAM

Sep 29 1940

Received at 64 Broad Street, New York at Standard  
Time

DGGMA FRANKFURTMAIN PR 1754 88 28 1059 1/50  
NLT ITANIUM PIGMENT CORPORATION  
111 BROADWAY, NEWYORK

GARESCHE WE ARE ABLE SUPPLY TO FAR  
EAST WITHOUT DIFFICULTY PLEASE STOP  
FURTHER OFFERS WHICH HAVE COMPELLED  
US TO QUOTE LOWER PRICES AND WE FEAR  
THAT THE EFFECT WILL BE OF A CERTAIN  
DURABILITY FOR THIS REASON WE BEG YOU  
NOT TO MAKE

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3393

*Exhibit 1068*

RCA RADIOGRAM

Received at 64 Broad Street, New York. At Standard  
Time

DGGMA 1754 NLT ITA 2/38

ANY OFFERING IN FUTURE BEFORE HAVING  
COMMUNICATED WITH US WE THANK YOU  
FOR YOUR PROPOSAL TO ASSIST US WITH  
SUPPLIES IN COUNTRIES WHERE WE ARE  
NOT ABLE TO SUPPLY WE SHALL REVERT  
TO YOUR OFFER WHERE NECESSARY

SULFUR



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Exhibit 1069

September 30, 1940.

Titangesellschaft, I. G. Werk  
Leverkusen,  
Germany

Attention Dr. Kuhne  
&  
Dr. Bruggemann

Gentlemen:

We acknowledge receipt of your cables of September 19th and 29th from Frankfort, Main, signed "Sulphur".

In view of the fact that you are able to supply both Portugal and China, we will make no more offers in either market. In the future, we will make no quotations to inquiries from your territory until we have had your request to do so.

With best regards to Drs. Kuhne, Bruggemann and Raspe, I am

Yours very truly,

C. F. GARESCHÉ  
Manager

cc Dr. Jebsen

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Exhibit 1070

COPY

Agencia Helice,  
R. Jardin do Tabaco, 90,  
Lisbon, Portugal

October 25, 1940.

Gentlemen:

We refer to our letter of October 4th in which we quote you on titanium pigments of our manufacture for shipment to Portugal.

Please be advised that we are now informed by our European associates, I. G. Farbenindustrie A. G. that they are in a position to take care of requirements in Portugal, wherefore, we must withdraw our quotations.

In lieu thereof we wish to refer you to:

*In the Province of Porto*

Sociedade de Anilinas Lda.

Rua José Falcao 199, Porto

*In the Province of Lisbon*

Sociedade de Anilinas Lda.

1 Travessa das Pedras Negras 1, Lisbon

We trust that they will be able to take care of whatever requirements you may have.

Yours very truly,

TITANIUM PIGMENT CORPORATION

d  
cc: Mr. C. F. Garesché

I. D. HAGAR—Vice President

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Exhibit 1071

Titangesellschaft m.b.H.  
Leverkusen—I. G. Werk  
Germany

October 28, 1940.

Attention Dr. Kuhne  
&  
Dr. Bruggemann

Gentlemen:

With further reference to my letter of September 30th, we find that through inadvertence, a quotation was made on October 4th to Agencia Helice,

R. Jardin do Tobacco, 90,  
Lisbon, Portugal

on 200 drums of titanium dioxide. We have not, as yet, heard from this quotation, but under date of October 25th, when the error was discovered, we withdrew our quotation.

Also, under date of October 11th, a quotation was made to

Marshall Dill, Broker  
San Francisco, California,  
U. S. A.

on "TITANOX"-B-25 and "TITANOX"-B-30 for shipment to China. This quotation was rescinded on October 25th.

We are very sorry that through an oversight in our office these quotations were made, but trust that our having rescinded them will cause you a minimum of inconvenience. We assure you that definite instructions have been issued so that no more quotations will be made.

Yours very truly,

C. F. GARESCHÉ  
Manager

cc Mr. Hagar  
Dr. Jebsen

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Exhibit 1072

October 25, 1940

Mr. N. P. Malin,  
Marshall Dill,  
24 Bluxome Street,  
San Francisco, Calif.

Dear Sir

On October 11th we quoted you on "TITANOX"-B-25 and "TITANOX"-B-30 for shipment to China.

We now have to advise you that we are informed by our European associates that they are in a position to take care of requirements in China, wherefore it is necessary for us to withdraw our quotations.

We regret our inability to work further with you in this matter, and hope that you will not be unduly embarrassed by the action which it becomes necessary for us to now take in view of the changed conditions abroad.

TITANIUM PIGMENT CORPORATION

I. D. Hagar-Vice President

cc: Mr. C. F. Garesché

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Exhibit 1073

TRANSLATION

November 20th, 1940

LEVERKUSENIGWERK 50/49 30 1332

TITANCY 111 BROADWAY NEW YORK

YOUR CABLE NOVEMBER 20 PLEASE DO NOT  
MAKE ANY OFFERS TO CHEMICAL EXCHANGE  
SHANGHAI BECAUSE OUR MERCHANDISE IN  
SHANGHAI IS AT THEIR DISPOSAL STOP DE-  
LIVERIES TO HODGES HONGKONG IS NOT POS-  
SIBLE ON OUR SIDE STOP INCASE DELIVER-  
IES ARE MADE FROM THERE\* PLEASE EXR-  
CISE CARE THAT MERCHANDISE DOES NOT GO  
OVER HONGKONG TO CHINA

TITANGESELLSCHAFT

\*Apparently means Shanghai

Translated by:

J. Lüer - Pat.Dept.

December 2nd, 1940

## Exhibit 1074

## TRANSLATION

I. G. FARBENINDUSTRIE A. G.  
Frankfurt (Main) 20

December 17th, 1940

Titanium Pigment Corporation  
111 Broadway  
New York, N. Y.

Our Ref: Abt. V B/W  
Re: "KRONOS" Titanium White

Gentlemen:

We confirm receipt of your letter, addressed to Titan-  
gesellschaft m.b.H. at Leverkusen, from which we under-  
stand that the firm

Chemical Exchange, Shanghai and  
Hodges, Hongkong

have been pressing you for offers of Titanium White, sup-  
posedly due to the fact that these firms are unable to fill  
their requirements in China, and that you, accordingly,  
would be prepared to make deliveries.

We very much appreciate this proposal, but would ask  
you to refrain from making any offers to the firm in  
Shanghai as we have the possibility of delivering there,  
and also because we have a sufficiently large supply on hand  
to supply customers located there.

As concerns supplying the firm of Hodges in Hong-  
kong, due to the present circumstances, we are not in a  
position to deliver (sell) Titanium White there and we,  
therefore, authorized you by cable to deliver directly from  
the U. S. A. to Hongkong while the present conditions pre-



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*Exhibit 1074*

vail. In the meantime, we understand from your cable, addressed to Titangesellschaft, that you will also refrain from sending your offers to Hongkong, and we take it that you have reached this decision due to the fact that you are of the opinion that the material would be re-shipped from there to China.

With best regards,

Yours very truly,

I. G. Farbenindustrie A. G.

(Both Signatures Illegible)

Translated by:

J. Luer - Pat. Dept.

February 7th, 1941

3414

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Exhibit 1075

February 7, 1941

I. G. Farbenindustrie A.G.  
Frankfurt (Main) 20  
Germany

Gentlemen:

Thank you very much for your letter of December 17th which has just reached us.

Since September we have refused to make any offers to both Shanghai and Hong Kong. Our position in this respect is based upon the advice in the cablegram sent us by Titan-gesellschaft on November 20th which reads as follows:-

"YOUR CABLE NOVEMBER 20 PLEASE DO NOT MAKE ANY OFFERS TO CHEMICAL EXCHANGE SHANGHAI BECAUSE OUR MERCHANDISE IN SHANGHAI IS AT THEIR DISPOSAL. STOP DELIVERIES TO HODGES HONGKONG IS NOT POSSIBLE ON OUR SIDE STOP IN CASE DELIVERIES ARE MADE FROM THERE\* PLEASE EXERCISE CARE THAT MERCHANDISE DOES NOT GO OVER HONGKONG TO CHINA." TITAN-GESELLSCHAFT

\*Apparently means Shanghai

Your communication just received indicates that you are willing, however, for us to supply Hong Kong while present conditions prevail. Therefore, we are modifying our policy to the extent that in the event we have offers from Hong Kong in the future we will accept them until advised to the contrary by yourselves. We will take such steps as are possible to make sure that the pigment sold to Hong

3402

3415

*Exhibit 1075*

Kong does not get into Shanghai, but naturally our influence over this situation will be limited since the only thing that we can do is to ask for assurance from the purchaser that such a movement will not take place.

We have noted with considerable concern that substantial quantities of titanium pigments are being shipped to China by other producers whose identity we have not been able to establish. Naturally, since there is some business to be had in China we are rather disappointed that we have been unable to benefit thereby.

Yours very truly,

TITANIUM PIGMENT CORPORATION.

I. D. HAGAR—Vice President

3416

3403

Exhibit 1076

May 19, 1941

Geo. Ube Company,  
75 8th Avenue,  
New York City

Gentlemen:

We enclose a copy of our current price list on "TITANOX" Pigments.

The prices quoted under the heading barrels will apply to all export shipments, packed either in barrels or in multiple ply export bags, at the option of the purchaser. These prices are f.a.s. New York, and since we must pass on all profit in connection therewith to our European associates, we cannot grant any commissions.

Furthermore we point out that due to the unprecedented heavy demand for "TITANOX" Pigments we can give no definite assurance at this time of the acceptance of any orders for export.

Yours very truly,

TITANIUM PIGMENT CORPORATION

I. D. HAGAR—Vice President.

3404

3417

Exhibit 1077

7/1/40

Cable received by Mr. Miho about three days ago:

ILMENITE OUR PRESENT STOCK LAST ABOUT  
6 MONTHS STOP WE MUST HAVE AT LEAST 6  
MONTHS STOCKS FOR SAFETY REQUIRE 7500  
TONS FROM JANUARY LAST PLANT EXTEN-  
SION COMPLETE END OF THE YEAR STOP AS-  
SISTANCE OF TITANIUM CORP APPRECIATED  
GREATLY

Waldorf Astoria Hotel—El. 5-3000

3418

3405

Exhibit 1078

WESTERN UNION TELEGRAM

FV990 VIAIRCA-E TOKIO 37 22

NLT GARESCHE PRESIDENT TITANIUM PIG-  
MENT CORPORATION-111 BROADWAY NYK-

REFERRING CONVERSATION BETWEEN YOU  
AND MIHO ABOUT TRAVANCORE IMENITE  
CAN YOU QUOTE US 2000 TO 3000 TONS CIF  
MOJI SHIPMENT WITHIN THIS YEAR SOP AP-  
PRECiate YOUR CABLE-

TITANCO.



3406

3419

Exhibit 1079

DR. JEBSEN:

WHAT SHOULD WE DO?

C. F. G.

8-23-40

RETURN TO GARESCHE WITH REFERENCE  
TO CONVERSATION.

E. G.

3420

3407

Exhibit 1080

COMMERCIAL CABLEGRAM

AUGUST 23, 1940

NLT

HOPKIN WILLIAMS, 10 PRINCES ST LONDON  
(ENG)

40085 NATIONAL INFORM US JAPAN FIRM IN  
WHICH THEY HAVE A MINORITY INTEREST  
ENQUIRING TWO TO THREE THOUSAND TONS  
COLACHEL ARRIVING MOJI JAPAN PRIOR END  
CURRENT CALENDAR YEAR STOP IF INTER-  
ESTED PLEASE QUOTE CIF MOJI PRICE FIRM  
FOR STATED INTERVAL

TENNANTS

cc: Mr. Garesche

3408

3421

**Exhibit 1081**

Letterhead of

**C. TENNANT, SONS & CO.  
OF NEW YORK**

August 29, 1940

National Lead Company,  
Titanium Division,  
111 Broadway,  
New York, New York.

*Attention of Mr. C. F. Garesche*

Gentlemen:

**ILMENITE—JAPAN**

We are in receipt of a cable this afternoon from Hopkin & Williams in which they ask us to please thank you for the information in connection with the Japanese inquiry for 2,000 to 3,000 tons of Colachel-Ilmenite.

They add that they have already been in touch with this business through their agents in Japan.

Very truly yours,

**C. TENNANT, SONS & CO. OF NEW YORK**

**A. McKNIGHT**

Manager, Chemical Department

AM:BB

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-Exhibit 1082-

## GERMAN TRANSLATION

(Dept. V B/W)

Dr. G. Jebsen  
c/o Titanium Pigment Corp.  
111 Broadway  
New York, N.Y.

air mail  
2nd "

Sept. 2nd 1940.

*"KRONOS" TITANIUM PIGMENT*

We take the liberty of informing you of the following:

Titan Kogyo K.K., Tokyo, which formerly obtained its ore supply from Norway, now does not have the possibility of ordering its raw material from that source. Therefore, as early as December of last year consideration was given to placing orders for Travancore ore in the event that the war became more intense, so that at least an accumulation of the stocks on hand would be possible. Factory experiments, which have been carried out this year, with this ore have given products of good color. Thereupon, Titan Kogyo decided to place an order for 3,500 tons of Travancore Ore. The export license of British India required for the first shipment of 1,500 tons was granted on the condition that the ore would not be delivered to Germany. Export licenses for additional shipments have been refused on the ground that German capital is invested in Titan Kogyo. Furthermore, in order to prevent discussion our representative heard (hoerte—possibly meaning "was told") that the interested American parties would, in the future, also receive only export licenses to the extent of their former orders.

*Exhibit 1082*

Since obtaining ore from Norway by the land route is impossible due to the high freight rates, we have discussed with the representative the possibility of using Japanese ores or ores from Manchukuo. However, according to the information of Mr. Fujita, part of the ore deposits of this region are not useable and the other part could only be supplied after possibly two years.

Considering the continued expansion of the plant an increasing consumption of ore is to be expected and, according to information received by us, it is to be concluded that the present ore supplies will be used up in production by the middle of 1941. Since the continuing operation of the plant is dependent upon the ore supply, Titan Kogyo has applied to the Japanese Foreign Office to act through diplomatic representation to the proper corresponding English authorities, with a view to obtaining an export release of Travancore ore. It was suggested by the Japanese that you support the efforts of our friends and negotiate with the English Government for the export release of Travancore ore in connection with which you might like to call attention to the fact that the German held share of Titan Kogyo is only slight.

We join Titan Kogyo in its request and would greatly appreciate it if you would take steps in the light of the suggestions made by Japanese Titanium Pigment Company relative to an unhindered importation of Travancore ore into Japan.

We look forward with interest to your reply in this matter.

c.c. Titangesellschaft, Le.

Yours very truly,

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Weiss

Ernst

Exhibit 1083

## TRANSLATION

Fredrikstad, September 4, 1940

Dr. G. Jebsen  
c/o National Lead Company  
111 Broadway  
New York, N. Y., U. S. A.

Dear Dr. Jebsen:

## TITAN KOGYO

Please find herewith "Resolutions" and "Niederschrift" (minutes) from the Board Meeting of June 27, in connection with which I. G. Farbenindustrie, Frankfurt, write as follows:

"We have already mentioned in our letter of June 13, 1940 that a member of the Japanese executive committee, Mr. Ishizaka, had submitted his resignation. We are sorry to say that all our efforts to keep this gentleman with Titan Kogyo have been unsuccessful, consequently his leaving the company will have to be regarded as final. At the meeting of the executive committee of June 27, 1940, it was suggested by Mr. Fujita that Nakajima, the manager in Ube, be elected director as successor to Mr. Ishizaka. At the same time, the nomination for director of Mr. Tanaka, who has been designated as sales manager in Tokio, was suggested. As this would increase the Japanese representation on the executive committee to three (Messrs. Fujita, Nakajima, Tanaka) the Doitsu has asked for our approval for the election of a director from the European-American group, which, up to this time, was only represented by two gentlemen on the executive committee (Dr. Rockstroh and Mr. van der Laan). To safe-guard the parity Doitsu fur-



*Exhibit 1083*

ther suggested Mr. Grimm as director. We have, in the meantime, cabled our approval hereto.

"We are enclosing herewith three copies of the minutes, as well as the official record of the above-mentioned meeting of the executive committee of June 27, 1940. Article 4. of the minutes states that the matter of the "retiring allowance".

(Abfindungssumme) for Mr. Ishikaza is to be handled by Mr. Fujita. In the meantime, we have been advised that the amount of 20,000 Yen was suggested as "retiring allowance", which amount, according to information received by us from Doitsu, corresponds with the usual custom of Japanese firms. We have, therefore, answered the cabled request for approval in the affirmative."

With kind regards,

Translator: R. DANNENBAUM — Patent Department —  
National Lead Co.—Oct. 4, 1940

Tokyo, July 2, 1940

Minutes of the Meeting of the Executive  
Committee of Titan Kogyo, held in the Nissan  
Building, 10:30 A.M., June 27, 1940

Present: Messrs. Fujita      Pahl  
                 Tanaka      Dr. Rockstroh  
                 Nagasaki      van der Laan  
                 Abe

*Business of the day:*

1. Suggestions for a successor to Director Zenso Ishikaza who has resigned.

## Exhibit 1083

2. Increasing the number of directors to six.
3. Raising the maximum remuneration for directors and auditors to 50,000 Yen.
4. Retiring Allowance (Gratifikation) for Mr. Z. Ishizaka.
5. Calling a principal meeting (a.o. Hauptversammlung) to vote on the aforementioned points.
6. Transfer of the 30 shares of stock presently standing in the name of Z. Ishizaka to Mr. Kikujiro Nakajima.
7. Suggestion to nominate Messrs. E. Grimm, Otokichi Tanaka, and Kikujiro Nakajima to the position of director.
8. Duties of Messrs. Tanaka and Nakajima.
9. Fixing the position of Dr. Rockstroh.
10. Authorization of funds for the acquisition of apparatus, etc.

*As to Nos. 1 and 2:* Mr. Fujita stated that an effort to influence Mr. Ishizaka to renounce his resignation was unsuccessful, and that the resignation set for the end of February would have to be accepted now. He further stated that Mr. Murayama has also repeatedly conferred with Mr. Ishizaka, without finding a way for further interesting the latter in the business of Titan Kogyo. Mr. Fujita recommended that Messrs. Tanaka and Nakajima be elected to the Board of Directors; the latter of whom has had the same university training as Mr. Ishizaka, is slated for the business in Ube, while Mr. Tanaka is to be made sales manager in Tokio. To safe-guard the parity within the executive committee, Doitsu recommended an additional director, for

*Exhibit 1083*

which Mr. Grimm was suggested. Doitsu has now objections to Mr. Grimm's election, and Mr. van der Laan offered to inform the European-American Group by telegram of the above suggestion, so that they may also comment on this matter.

*As to No. 3:* At the principal meeting on June 22, 1936, founding Titan Kogyo the total amount of the yearly remuneration for directors and auditors was fixed at 30,000 Yen. In view of the enlarged number of directors an increase of this amount to 50,000 Yen is deemed desirable. The usual bonus will not be affected by this ruling.

*As to No. 4:* Mr. Pahl suggests the payment of a retiring allowance to Mr. Ishizaka be left to be determined by Mr. Fujita in accordance with the usual practice of the Nihon Yushi. Mr. Fujity will try to get this information and will report the amount some time in the near future.

*As to No. 5:* An "a.o." principal meeting will be called for July 13, 1940 to vote on the above-mentioned points. It is expected that telegraphic comments from Frankfort will have been received in the meantime. Mr. Nagasaki calls attention to the fact that the permission of the Ministry of Finance will have to be obtained on points 3 and 4.

*As to No. 6:* Of the 30 shares of stock now standing in the name of Mr. Ishizaka, 10 shall be transferred to Mr. Nakajima, and, according to the suggestion of Messrs. Pahl and Tanaka, 20 shares to Mr. Abe. As to Doitsu it will have to be established whether they on their part want to recommend a further stockholder not presently represented on the Board of Directors.

*Exhibit 1083*

*As to Nos. 7-9:* In assigning positions among the directors, Dr. Rockstroh and Mr. Ishizaka were, some time ago, nominated as Managing Directors (Jomu Torishimariyaku). As it is desirable that Mr. Nakajima should not become a managing director, and all directors are now on equal basis, Dr. Rockstroh will, therefore, in the future be regarded as a director only, and not as managing director.

Mr. Fujita explains that Nakajima will be factory manager at Ube, but that Dr. Rockstroh as "sinji kantoku" will remain general manager. To Mr. Pahl's question thereto, it is specifically stated that Mr. Nakajima will have to obtain the permission of Dr. Rockstroh before taking any decisive steps.

*As to No. 10:* The following payments are authorized:

Y 1,130—for a reserve acid pump

Y 1,140—for reserve steering heads for rotary filters

Y 1,900—for tube conduits for recovering waste liquors (without tank, as this is taken care of in the excavation program.)

Y 1,000—Toward the erection of a Chamber of Commerce building in Ube.

Mr. Van der Laan asked as to this (latter) for a statement of the amounts to be paid by the other industrial firms in Ube.

*Obtaining Ore:*

1. *Travancore Ore:* Mr. Van der Laan states that Doitsu has cabled Dr. Jebsen through Frankfort asking him to

*Exhibit 1083*

negotiate with the British government for lifting the embargo on Travancore ore export. No answer has been received so far. Mr. Tanaka acknowledges that Titan Kogyo has, on its own behalf, approached the Japanese Foreign Office to influence the respective British authorities through diplomatic channels in relation to the same matter.

Mr. Fujita states that he has telegraphically contacted Mr. Miho, Mr. Aikawa's former companion on a trip to Germany, who is now in America (U.S.A.) to endeavor to arrange through Titan Co., Inc.—Wilmington that Titan Kogyo will be able to receive a part of the ore from British India.

2. *Ore From Brazil:* Dr. Rockstroh states that according to his information there are deposits of ilmenite at Bahia and it was agreed to approach the I. G.\* representatives in Brazil to gather information about transportation possibilities as well as a sample and price list.

3. *Ore in Asia:* Mr. Fujita reported the results of his last trip to Manchuria, where the Manshu Kogan K. K. possesses exploitation rights to an ore deposit in the Nekka District from which samples of ilmenite have been submitted. Deliveries from these deposits can be expected at the earliest, two years from now, because the obtaining of ilmenite and iron ore are connected with blast furnace works presently under construction.

The ilmenite deposits examined up to now in Korea (Chosen) are so unfavorably situated that their use, according to the Japanese opinion, cannot be considered because of high transportation costs.

*Exhibit 1083*

The deposits on Shodoshima (Translator's Note: This seems to be a mountain.) mentioned by Dr. Rockstroh, are not regarded as being suitable by the Japanese because that district has been declared as a National Park (Naturschutzpark) and permission for working will, in all probability, be refused by the government.

*Expense Refunds:* In view of the affirmation obtained at the last meeting of the Board of Directors, regarding the refund of expenditures, Mr. Van der Laan would like to know what further steps have been taken in the meantime. He was informed that it will again be brought to the attention of the Ministry, so as to speed up the granting of the transfer-petition which is in their hands.

(signed) VAN DER LAAN

Translator: R. Dannenbaum—Patent Department—National Lead Co.—Oct. 4, 1940



## Exhibit 1084

J. M. Fisher,  
Apartado 2882  
Mexico D. F.

October 28, 1940

I. G. Farbenindustrie Aktiengesellschaft  
Dept. B B/W  
Frankfurt (Main) 20,  
Germany

Attention Messrs. Weiss  
&  
Ernest

Gentlemen:

We beg to acknowledge receipt of your letter of September 2nd with reference to the difficulty which Titan Kogyo K. K., is having in obtaining ore for the operation of their plant.

Under date of August 23rd, we also had a cable from Tokyo asking us to quote them on 2000 - 3000 tons of Travancore ilmenite for shipment this year. We cabled them in reply on September 5th that we were unable to obtain quotations from our London suppliers because of war complications. We, however, offered to sell them some Norwegian ore from our stock at Sayreville, N. J., if they found it impossible to get ores elsewhere. We have since had a reply from them stating that they are trying to negotiate direct with a native producer in India.

It apparently is not possible to arrange for shipments to them from our English suppliers, due to war complications. However, if they are unsuccessful in obtaining sup-

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*Exhibit 1084*

plies elsewhere, we will be glad to keep them going with several thousand tons of Norwegian ilmenite from our stock pile.

Yours very truly,

C. F. Garesché  
Manager

cc Dr. Jebsen

Letterhead of

TITAN KOGYO KAISHA, LTD.

Mr. C. F. Garesche,  
President,  
Titanium Pigment Co., Ltd.,  
111 Broadway,  
New York

Oct. 31st. 1940.

Dear Mr. Garesche:

Referring back to your cable dated Sept. 7th regarding import of Travancore Ilmenite to Japan through you, we appreciate very much for your kind inquiry made for us to your London supplier and the good suggestion you have given us for possibility of securing the ore.

We are very glad to inform you that by negotiating with Hopkin & Williams (Travancore) Ltd. through Brunner Mond Co. (Japan) Ltd. we have succeeded at last to obtain quotation for 2,000 tons, and we are now negotiating with steamship company here for the space which is not easy at present on account of the government control of the space of ocean carriers. However we are endeavoring utmost effort to secure it as soon as possible.

Should the present situation change in future, which would make the dealing with the Travancore supplier impossible, we may ask your assistance again in obtaining Norwegian Ilmenite from your side, and we trust that you would help us at anytime if necessary.

Hoping to remain, always,

Yours truly,

M. FUJITA  
M. Fujita  
President

TITAN KOGYO KAISHA, LTD.

P.S.: Please give my heartiest regards to Dr. Jebsen if he is there.

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Exhibit 1086

WESTERN UNION CABLE

FV1064 VIA RCA—F TOKIO 24 29

NLT GARESCHE TITANOX—

NYK—

1940 NOV 29 PM 11 52.

GARESCHE C/O

TITANIUM PIGMENT CO INC.

111 BWAY R—1814.

REFERRING TO YOUR TELEGRAPH IN SEP-  
TEMBER FOUR LETTER OCTOBER 31ST CAN  
YOU STILL SUPPLY US NORWEGIAN ILMENITE  
1000 TONS—

ITANCO.

31st 1000.

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Exhibit 1087

WESTERN UNION CABLE

Dec 2, 1940

Titanco

Tokio

Japan

NORWEGIAN ORE STILL AVAILABLE PRICE  
ELEVEN DOLLARS GROSS TON FAS NEWYORK  
TERMS CASH AGAINST DOCUMENTS CON-  
FIRMED IRREVOCABLE LETTER OF CREDIT  
NEW YORK

Garesche

Titanox

3436

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Exhibit 1088

WESTERN UNION CABLE

1940 DEC 18 AM 1 27

FV1124 VIA RCA—F TOKIO 28 17  
NLT CARESCHE—TITANOX—

NYK—  
CARESCHE  
C/O TITANIUM PIGMENT CO INC  
R-1814 111 BROADWAY

ILEMENTE CAN YOU OBTAIN EXPORT  
LICENSE IF NECESSARY JANUARY FEBRUARY  
SHIPMENT STOP ARE YOU QUOTING IN LONG  
TON STOP WE ARE NEGOTIATING FREIGHT—

TITANCO.



3424

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Exhibit 1089

WESTERN UNION CABLE

December 20, 1940

Titanco

Tokio

Japan

ILMENITE REQUIRES NO EXPORT LICENSE  
QUOTATION LONG TONS

Garesche

• Titanox

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Exhibit 1090

Letterhead of

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

*Per Flugpost via Süd-Amerika  
Attention Mr. Garesché*

National Lead Company  
New York  
Broadway 111

Dear Mr. Garesché,

We beg to acknowledge receipt of your favour of the 28th ult. from which we note that the Titan Kogyo K. K. has also communicated with your goodselves with regard to obtaining supplies of Travancore Ilmenite.

As we share your opinion that it will be useless for the Titan Kogyo to take further steps with a view to obtaining supplies of Travancore Ilmenite; we advised them already on Oct. 2nd by cable to apply to you for Norwegian Ore.

We should not fail to express to your kindness our sincere thanks for the fully understanding of the situation that you have already offered in September to supply Norwegian Ore to Titan Kogyo.

Yours very truly

I. G. FARBENINDUSTRIE

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Exhibit 1091

WESTERN UNION CABLEGRAM

FV989 VIA RCA=F TOKIO 25 9

1941 JAN 10 AM 12 41

NLT GARESCHE TITANOX=

GARESCHE

C/O TITANIUM PIGMENT CO INC

R-1814 111BROADWAY

NYK=

ILMENITE STEAMER DOES NOT AGREE TO  
TAKE CARGO IN BULK CAN YOU PACK IN  
BAGS IF SO WHAT IS QUOTATION=

TITANCO.

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Exhibit 1092

WESTERN UNION CABLEGRAM

January 10, 1941

Titanco  
Tokio  
Japan

USING OLD CEMENT BAGS ADDITIONAL COST  
TWO DOLLARS TON STOP CAN WE ASSIST  
OBTAIN ACCEPTANCE BULK CABLE CARRIERS  
NAME

Garesche  
Titarfox

3441

3428

Exhibit 1093

January 29, 1941.

Norwegian Ilmenite to Titan Kogyo K. K., Tokyo  
Mr. F. J. Shirley—Sayreville  
J. Stranad

Dear Mr. Shirley:

Mr. Garesché received a cable today from Tokyo, advising that arrangements were made by Titan Kogyo K. K. for space on the Mitsui Line's vessel "ASOSAN MARU" for 700 tons of Ilmenite in bags.

This vessel according to the cable is to leave New York about March 9th, and the necessary permits from the Japanese Government are expected shortly.

We are passing this information on to you so that you will be prepared to ship this material when the confirmation of the permit and credit arrangements are received.

We are informed that the best way to ship these 700 gross tons in bags would be by a large barge to handle the whole tonnage at the 45¢ per gross ton lighterage rate.

Very truly yours,

J. STRANAD

c.c. M. B. Tipton  
J. F. Doyle  
A. H. Hoffman

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Exhibit 1094

WESTERN UNION CABLEGRAM

February 19, 1941.

TITANCO  
TOKYO  
JAPAN

ILMENITE READY ASOSAN MARU CABLE  
DESTINATION AND ANY INSTRUCTIONS

GARESCHE  
TITANOX



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Exhibit 1095

Norwegian Ilmenite  
Mr. M. B. Tipton—Sayreville  
J. Stranad

February 24, 1941

Dear Mr. Tipton:

We confirm our several conversations in connection with the movement of 707 gross tons of Norwegian ilmenite, which we have sold to Titan Kogyo K. K. at Tokio, Japan. This material is to be prepared for shipment as arranged by Mr. Garesche some time ago in second-hand cloth cement bags and is to be loaded in barges during the latter part of this week for delivery to the S. S. Asosan Maru of the Mitsui Line, Brooklyn Pier foot of 31st Street on March 3rd or 4th.

The bags as we understand it will be packed to their full capacity and weighed in bulk and are to be marked as follows:

**TITAN  
KOBE**

This lot of ilmenite has been sold to our Japanese affiliate on the basis of cash against on board order bills of lading against an irrevocable letter of credit issued to us by Titan Kogyo K. K. on the Yokohama Specie Bank at New York. Will you kindly arrange for the careful handling of this ilmenite in accordance with the information given above.

Very truly yours

J. Stranad

c.c. F. J. Shirley  
R. P. Bunker  
M. Howard—Atlantic Branch  
A. H. Hoffman  
J. F. Doyle  
D. F. Gleason  
W. H. Woods

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Exhibit 1096

February 25, 1941

I. G. Farbenindustrie Aktiengesellschaft,  
Dept. V B/W  
Frankford (Main) 20,  
Germany

Gentlemen:

We acknowledge yours of December 23rd with reference to our offer to Titan Kogyo to ship them some of our Norwegian ilmenite. You will be interested to know that they have asked us to ship 700 tons and that it is due to be forwarded about the first week in March on the "Asosan Maru" of the Mitsui Line.

We trust this will keep them going until they can obtain ore from nearby sources.

Yours very truly,

Manager

cc. Mr. Jebsen

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Exhibit 1097

February 27, 1941

Mr. M. B. Tipton—Sayreville  
J. Stranad

Dear Mr. Tipton:

On February 24th we informed you that you were to arrange for the shipment of 707 gross tons of Norwegian ilmenite to Titan Kogyo K. K. at Kobe, Japan. At that time the Mitsui Line asked us to have their material alongside their dock on March 3rd or 4th. We are now informed that due to a change in plans they do not want delivery of this ilmenite alongside the S. S. Asosan Maru until March 8th to 10th, and Mr. Doyle therefore suggests that we plan to have the barge, which is to carry this material, load it at Sayreville for departure on March 6th.

This shipment is to be made in the name of the Titanium Pigment Corporation on the basis of cash against on board bills of lading as previously advised against an irrevocable letter of credit issued to us by Titan Kogyo K. K. on the Yokohama Specie Bank of New York.

On the bill of lading the consignee to be notified is Titan Kogyo Kabushiki Kaisha, Tokio, and according to the Mitsui Line the material will be consigned to Kobe, Japan.

Just as soon as you can possibly arrange to do so, will you kindly inform us how many bags will be used in making up this consignment of 707 gross tons net together with the gross, tare and net weights. We need this information during the early part of next week in order that the necessary

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*Exhibit 1097*

documentary procedure in connection with export shipments  
may be started.

Very truly yours

J. Stranad

c.c. R. P. Bunker

M. Howard

F. H. Dow

A. H. Hoffman

J. F. Doyle

D. Gleason

W. H. Woods

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Exhibit 1098

3447

## ILMENITE FOR TITAN KOGYO K. K.

March 6, 1941

Yesterday afternoon during a telephone conversation with the Mitsui Line with Messrs. Caldron and Katsumouri, the latter the Manager of the Mitsui Line at New York, and the former their export manager, we were informed that the Customs Office at New York advised them to the effect that ilmenite shipments to Japan were classified as Ferrous ores and would therefore require a permit. This is contrary to the information, which we received from the Bureau of Foreign and Domestic Commerce as previously noted. They suggested that we immediately prepare the necessary export declaration and to file it with the Customs House. This was done promptly and the export declaration was accepted and signed—#114873.

In order to determine at the suggestion of Mr. Garesché the matter of loading this ilmenite on the Asosan Maru prior to the deadline under the new restrictions going into effect 12:01 AM, March 10th, I called on Mr. Katsomouri with Mr. Howard of the Atlantic Branch Export Department and the whole situation was discussed. Mr. Caldron their export manager was present at this conversation. Mr. Katsomouri advised us that they are anxious to cooperate in every way with their Japanese customer, even to go as far as to put in overtime in Philadelphia to unload sugar from this vessel to prepare for the loading of the ilmenite before the vessel arrives at New York by handing one half of it over the pier and then to have stevedores come in to load the tonnage on Sunday all of which extra expense would probably run over \$2,000.00.

He was pleased with the fact that the export declaration was cleared through Customs because they expected con-

*Exhibit 1098*

siderable difficulty owing to the fact that Mr. Caldron's previous day's conversation with Customs Officials, particularly Mr. Frye, indicated that they would not pass ilmenite.

In view of the possibility of complications arising from the possible refusal or withdrawal of the export declaration permit, I felt it advisable to discuss this situation with the Customs office for the purpose of obtaining the exact position of our company with relation to the export declaration. Mr. Katsomouri reluctantly acceded to the suggestion that we go to the Customs Office and obtain a ruling.

We first talked with a Mr. Diamond, who initially informed us that ilmenite could not be exported after March 10th according to the new regulations which had just gone into effect. When Mr. Caldron reviewed with him his conversation of the previous day with Mr. Frye, during which there was doubt as to whether or not ilmenite required an export permit and they finally decided that since it contained iron its exportation is prohibited under ferrous ores. He informed Mr. Diamond that we had received an approval on our export declaration, but Mr. Diamond evidently misunderstood it and a great deal of discussion took place between the personnel of the Customs Office and we were later informed that the issue became quite confused because of his belief that the declaration was refused.

After a lot of conversation, which finally was turned over to Mr. Fitzgerald, a special agent for the Deputy Collector, it was decided by him that before they would be able to tell us whether or not the material could be shipped to Japan prior to the new regulations come into effect, they would have to take samples, analyze them and then the Appraiser's



*Exhibit 1098*

Stores would give a ruling as to whether or not the shipment came within the realm of the current restrictions. I tried and tried to find out from him how we could get an interpretation from someone in New York as to whether an ilmenite of the approximate analysis of the Norwegian ore in question was subject to export permit requirements before March 10th. His continual and definite answer was we could not find it out until after the material had been sampled, submitted to the Appraiser's Stores, analyzed and ruled on by them. I tried to get from him some means of getting such a ruling by the Appraiser's Stores prior to the final analysis and he would not concede to any such way or procedure. The final outcome as far as Mr. Fitzgerald was concerned was that we would not in any way verify whether or not we were within the law in exporting this ilmenite to Japan before the new restrictions go into effect on Monday morning.

The conversation was then shifted over to Mr. Frye where the whole thing was reviewed all over again. They looked over their books and decided that ferrous ores were not exportable. Someone had typed into the book the words ilmenite and rutile. When I tried to find out the authority for those items from the clerk who had inserted them, he disappeared and did not come back.

We were informed that after a definite determination of the composition of the material was made a ruling would have to come through Mr. Fitzgerald's office or from Washington and they could not tell us the information we wanted until then. After a great deal of effort in trying to find where in New York such information was available, he finally gave me the name of either Captain Graff or Mr. Hentz in the State Department at 90 Church St., Rector

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*Exhibit 1098*

2-2100. After discussing the situation with Mr. Garesché and later with Mr. Katsouris I telephoned Captain Graff and outlined the whole picture to him and asked whether or not ilmenite could be exported at the present time. He informed me that ilmenite would be effected by the ruling on March 10th but that it was not under any export restrictions at the present time. However, he also stated that the Customs Office had the prerogative of examining the cargo before permitting it to be loaded and intimated that they might be stalling in order to hold the material subject to export permits.

I recited to him about the history of the transaction and the fact that coincidental to its final consummation this ruling was issued, we had gone to a great deal of expense in packing this material and had it aboard a barge to take care of the first vessel designated for the cargo. Captain Graff promised to get in touch with the Customs Office and talk with Mr. Fitzgerald to see what he could do in getting the material cleared for us.

March 7, 1941

Telephoned Captain Graff this morning about 10 AM to learn of the result of his conversation with the Customs Office. He advised that he was in his office until a quarter after 6:00 last night working on our ilmenite export transaction and was sorry to report that the Customs Office definitely stands on its prerogative to examine the sample and analyze the cargo in question before authorizing its loading. He was sorry that they took such a stand but that there was nothing he could do about it. In spite of the attempt he again stated that as far as his office knew ilmenite

*Exhibit 1098*

does not require an export permit until the new ruling goes into effect.

He suggested as our last point of appeal that we communicate with the State Department, Division of Control at Washington, Mr. Leonard H. Price at Republic 5600 as there was nothing further that he could do about the situation from his office. I extended our sincere appreciation for his very kind efforts and advised him that we would present the whole picture to our management to see what further action they would want to take.

This information was relayed to Mr. Katsomouri and in view of the fact that the situation had not been definitely cleared up he suggested that we hold the barge for a final decision. I also informed Mr. Caldron and asked that he communicate with Mr. Fitzgerald as soon as possible to find out whether or not the necessary permission would be granted to load the cargo. I also advised him that samples were taken this morning by Mr. Haley the Perth Amboy District official, and that they would probably be delivered to New York this afternoon. He will contact Mr. Fitzgerald personally immediately to find out if possible what the situation is at the moment. In talking with Mr. Turner I asked as to the length of time required to make  $TiO_2$  and iron determinations on ilmenite and was informed that the plant takes about one day with a complete set-up ready for such work and that one not acquainted with it would probably take two days. If the decision of the Appraiser's Stores is dependent on an actual analysis, we would then not receive their verdict until on Monday at the earliest, which would be too late for the loading of this vessel to bring the ilmenite within the new regulations.

*Exhibit 1098*

On Friday I again called on Mr. Katsomouri to be sure that he was thoroughly familiar with our efforts in connection with this matter so that he would be in a position to advise his home office in Japan of our activity, and he in turn suggested that we leave no stone unturned and that we follow through Captain Graff's recommendation that we contact the State Department in Washington. I informed him that I would present the matter to the management again and would probably receive their consent to take this step.

After discussing this with Mr. Garesché he authorized me to make the Washington call and I attempted to contact Mr. Leonard H. Price in the State Department, Division of Control. As Mr. Price takes no phone calls my conversation was with Dr. Johnson in his office. The situation was again explained and he regretfully informed us that if any aid at all could be given to us it would be from Captain Graff and whatever he informed us was the best that the State Department could do for us. He wanted it clearly understood that they were not in any way passing the buck, but that Captain Graff was thoroughly familiar with the attitude of the Government and was set up as a spokesman for the government.

I reviewed for him the attitude of our company in connection with this matter. He appreciated the way our company felt but again suggested that we contact Captain Graff and if there is nothing further that he can do that our last appeal would have to be to the head of the Customs Department in Washington.

This information was promptly telephoned to Captain Graff, who of course informed us that he had done every-

*Exhibit 1098*

thing he could with Mr. Fitzgerald's office. I thereupon decided to try once more to discuss with Mr. Fitzgerald the whole situation and threw all of our cards on the table. This interview was quite pleasant and when I attempted to obtain some indication as to whether or not we were being held up by a Government request or by a routine situation, he thought it would be best for me to present the whole picture to the Collector of Customs for New York, Mr. O'Keefe, and get whatever decision could be obtained directly from him.

I was thereupon ushered into Mr. O'Keefe's office and presented the whole picture as well as the attitude of our company on the matter, offering every cooperation that we could, if the government felt that it would be unwise to ship this ilmenite to Japan in view of current conditions. After a great deal of conversation he indicated that ilmenite was a commodity that has never cleared through the Port of New York as outgoing cargo and it would therefore be held up until they were thoroughly satisfied that the material was ilmenite by a verdict from their laboratory. Until they got this they could not issue the necessary permit. He did promise however that they would exert every possible means to get this permission to us as soon as possible after the material is received by the laboratory and they felt that an answer would be ready for us the first thing in the morning. I outlined to Mr. O'Keefe our concern in the event that it is perfectly all right for us to export this ilmenite and it takes us a full day to analyze ilmenite and pointed out that we felt it would take someone not actively engaged in the work two days which of course would be much too late for our information unless the material were to be examined microscopically and through such an examination identified as ilmenite.



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*Exhibit 1098*

I extended our appreciation for his very kind attitude and after a brief discussion with Mr. Fitzgerald I telephoned Mr. Katsomouri of what had transpired.

March 8, 1941.

On Saturday morning at 11:12 Mr. Fitzgerald telephoned that their laboratory report was OK and that we had the green light to load the ilmenite before midnight Sunday, March 9th. I immediately conveyed the information to Mr. Katsomouri and was advised almost simultaneously by Mr. Caldron, who was with Mr. Fitzgerald when he telephoned. At 11:40 Mr. Katsomouri called, saying that he had just been in touch with the Captain of the vessel and plans were made to get the ship here by noon Sunday. However he was fearful that we might be stuck with part of the tonnage in the event it would be impossible for them to load all of the cargo by midnight.

At 11:45 Mr. Duval instructed us to have the Barge Pelham delivered to the North Side of their Pier, foot of 31st St., Brooklyn. This information was relayed at 11:50 to Mr. James Dwyer. At 12:06 Duval telephone again and said that there was some difficulty about the ship at Philadelphia and would we please hold up on our instructions to Dwyer. I immediately telephoned to Dwyer who advised us that he would wait for final instructions. At 12:23 Duval advised that the situation at Philadelphia had cleared up and would we please follow through on his original instructions.

At 12:24 Dwyer informed and said he would have the barge at the Mitsui Pier probably late that night.



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Exhibit 1098

March 10, 1941

Mr. Katsomouri informed us that all of the cargo had been loaded onto the vessel before 11:30 PM. Mr. Duval called our attention to the fact that the number of bags which we informed them of was incorrectly stated. I took this matter up with Mr. Tipton and he verified the number of bags which were actually delivered to the liner. This gave some concern to Mitsui but when they were informed that we made no attempts whatsoever to pack in uniform weights, they decided to issue their Bill of Lading and manifests and all of the documents on the basis of net weight content of the material as cleared by us. The bills of lading were delivered to the writer on March 11th late in the afternoon and turned over to Mr. Woods in connection with the collection of the letter of credit.

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Exhibit 1099

WESTERN UNION CABLEGRAM

April 1, 1941

Titan  
Leverkuvnigwerk  
GERMANY

CABLE ACKNOWLEDGED SEVEN HUNDRED  
TONS ILMENITE SHIPPED UBE MARCH  
NINTH STOCK PILES WILL NOT SAFELY LAST  
UNTIL DOMESTIC DEPOSIT IN OPERATION  
REPLENISHMENT FROM INDIA BECOMING  
IMPOSSIBLE REGRET WE CANNOT SPARE  
ORE FOR USE

Titanox  
Garesche

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Exhibit 1100

April 3, 1941

Mr. M. Fujita, President  
Titan Kogyo Kaisha, Ltd.  
Tamuracho 1-Chome,  
Shiba-Ku  
Tokyo, Japan

Dear Mr. Fujita:

Your letter of October 31st has just been received and we are indeed pleased to note that you have been able to arrange through Brunner Mond Co. (Japan) Ltd. for 2,000 tons of Travancore ilmenite. We trust that you will be successful in obtaining space from a steamship company to enable you to move this to Japan.

We also are having great difficulty in obtaining vessels to move supplies of ilmenite from India to the United States. The situation has become so serious that we are now developing a domestic deposit, but mining and milling equipment is very difficult to obtain quickly, and it will probably be more than a year before we can start commercial production. The situation is serious for us in that our supplies of ilmenite are so low that it is questionable if they will last until our mine is in production. Our situation is, therefore, that we cannot spare additional shipments of Norwegian ilmenite to you until such time as either the shipping situation from India is relieved, or we can be reasonably sure that our domestic supply will be available in time.

Even at the time we made shipment to you of 700 tons on March 9th, the situation was so serious that we should have much preferred not to have released even this quantity,

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*Exhibit 1100*

but in view of the fact that we had promised it to you early last Fall, we felt that we should not withdraw our offer. Incidentally, at the time we made this shipment to you in March, the replacement value of that ore was more than double the price at which we invoiced it to you.

We sincerely hope that you are able to obtain a sufficient and continuous supply of ilmenite from India so that your plant will not be curtailed in its operation.

Sincerely yours,

C. F. GARESCHÉ  
Manager

cc Dr. Jebsen

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Exhibit 1101

Letterhead of

TITAN KOGYO KAISHA, LTD.

May 27th, 1941.

Mr. C. F. Garesche, Manager,  
Titanium Division,  
National Lead Company,  
111 Broadway,  
New York,  
U. S. A.

Dear Mr. Garesche:

We acknowledge the receipt of your information of April 11th through Doitsu Senryo and also your letter of April 3rd regarding ilmenite.

As our stock piles of Norwegian ilmenite has almost been exhausted and there is no more possibility to obtain such ore for sometime to come, we must depend on Travancore ilmenite and other similar kinds for the future operation. We appreciate greatly, therefore, to receive such information you have furnished us which are quite valuable and useful for the solution of difficult questions we have on hand at present.

Negotiation to import Travancore ilmenite through Brunner Mond Co. (Japan) Ltd. last fall was futile on account of war complication. Therefore we also have projected to develop our own Manchurian deposit recently, but situation here is not favorable to obtain necessary equipments for mining quickly, and it will take many months before we can start actual production.

700 tons lot of Norwegian ilmenite you have kindly spared us has recently been arrived Ube except 200 tons

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*Exhibit 1101*

which is sunk in transit from Kobe to Ube on lighters by a storm accident. We are trying everything possible to save the lost cargo as much as possible.

We sincerely hope that in near future we can reciprocate your kind assistance extended to us in the past,

Sincerely yours,

M. FUJITA

M. Fujita,

President, Titan Kogyo K.K.



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Exhibit 1102

June 20, 1941

Mr. M. Fujita, President  
Titan Kogyo K.K.  
Tamuracho 1-Chome, Shibu-Ku  
(Nissan Kan)  
Tokyo; Japan

Dear Mr. Fujita:

Your letter of May 27th is acknowledged and very much appreciated.

We are indeed pleased to hear that the 700 tons of Norwegian ore which we shipped you arrived safely at Kobe, but we regret to hear that some 200 tons were sunk on a barge during a storm.

We sincerely hope that you will be able to develop your own Manchurian deposit in time to keep your plant continuously supplied. We, too, are confronted with the same problem and will be very fortunate if we can bring domestic supplies into production before our stocks are exhausted.

With kind regards, I am

Yours very truly,

C. F. GARESCHÉ  
Manager

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Exhibit 1103

September 7th, 1939

Dr. G. Jebsen  
Titan Co., Inc.  
c/o Titan Co. A/S  
Fredrikstad, Norway

Dear Dr. Jebsen:—

Now that the much feared European war has broken out, the question arises concerning United States patents which stand in the name of I. G. Farbenindustrie or Titan-gesellschaft, under which National Lead Company is licensed.

As long as the United States stays neutral, the license which we enjoy and the title of the I. G. Farbenindustrie or Titan-gesellschaft will, of course, not be affected. However, should the United States enter the war, it is to be expected that both the title and our license may be placed in jeopardy. At the moment there is no question of America coming in in the near future, but from the editorial comment in the American papers, statements of political leaders and the general public sentiment, I personally believe American opinion is somewhere about where it was in 1916. In other words, it took three years during the last conflict to bring American sentiment to the point where America was ready to enter the war. In the present situation it would probably require very much less time. During the last war all German owned patents were confiscated and placed under the supervision of a custodian of alien property, who then turned over these patents to an organization known as The Chemical Foundation. The Chemical Foundation then licensed any American company who desired to operate under the patent. If a similar situation should

## Exhibit 1103

arise from the present circumstances, we cannot be sure that our exclusive license would be respected.

A suggestion has been made, that for the protection of the I. G. Farbenindustrie, Titangesellschaft and ourselves the patents might be assigned to us on something of a trust basis. We would, thus, have title to these patents, and would undertake to return these to the I. G. Farbenindustrie and Titangesellschaft when things cleared up.

I am writing this to you as a personal letter for your consideration. *It seems to me that if the I. G. Farbenindustrie and Titangesellschaft would be willing to assign to us for the duration of the present affair their United States patents in the Licensed Field, they would insure the preservation of their property and at the same time we would be in position to protect our license.* Mr. Garesché believes this is a very good suggestion, and if it also strikes you as being worthy of following up, perhaps you could present it to the I. G. Farbenindustrie and Titangesellschaft in such way as you think best.

With very kind regards,

Yours very truly,

CFK:JL

c.c. Mr. C. F. Garesché

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Exhibit 1104

Letterhead of

TITAN COMPANY, INC.

Fredrikstad, Norway,  
8th Novbr. 1939.

GJ/HS.

C. F. Kaegebehn Esq.,  
Manager Patent Department,  
National Lead Company,  
111 Broadway,  
New York, N. Y., U. S. A.

Dear Mr. Kaegebehn:

Many thanks for your letter of September 7th.—Your suggestion strikes me as being a very good one.

I have not answered your letter before, as I was in the hope to have accomplished something in a relatively near future, but this has not come off. The matter is though under consideration, and I hope to have an opportunity for discussing the same in the near future.

It is regrettable that matters of this kind can only be developed slowly in view of all the complications existing, but you may be assured that I will do what can be done to get the patent questions arranged on the lines you have suggested.

With very kind regards,

Yours very truly

G. JEBSEN

## Exhibit 1105

## Exchange of Patent Assignments

December 11th, 1939

Mr. C. F. Garesché

Mr. C. F. Kaegebehn—Patent Department

Dear Mr. Garesché:

Confirming our recent conversations, regarding exchange of title to patents, I beg to review the situation for you.

On September 7th I wrote Dr. Jebsen, pointing out that in view of the war certain questions arose effecting the United States patents which stand in the name of Titangesellschaft and the I. G. Farbenindustrie under which we enjoy an exclusive license. We suggested to Dr. Jebsen that it might be desirable to assign to National Lead Company, in trust, the patents of the I. G. Farbenindustrie and Titangesellschaft against the possibility of the United States entering the war and taking over these patents. The suggestion was primarily designed to protect the patent property of the I. G. Farbenindustrie and Titangesellschaft and at the same time would have protected our exclusive license by insuring that no one else could have petitioned the government to secure licenses under them. On December 7th I received the following cable from Dr. Jebsen:

"YOUR LETTER SEPTEMBER 7 STOP  
SUBJECT LEADCOS AND TITANINCS  
APPROVAL HAVE AGREED ASSIGNMENT  
TG PATENTS AND APPLICATIONS  
COUNTRIES OUTSIDE TG TERRITORY TO  
TITANINC AND ASSIGNMENT LEADCOS



*Exhibit 1105*

AND TITANINCS PATENTS AND APPLICATIONS COUNTRIES WITHIN TG TERRITORY TO TG STOP ASSIGNMENT PATENTS BRITISH EMPIRE FRANCE MUST BE POSTPONED DUE WAR SITUATION STOP PATENTS AND APPLICATIONS OF IG CANNOT BE INCLUDED PRESENTLY BUT QUESTION WILL BE STUDIED STOP PLEASE CABLE APPROVAL STOP GERMAN PATENTS 571387 and 588230 and 604311 ARE IN LEADCOS CZECHOSLOVAKIAN PATENT 39354 IN TITANIUM PIGMENT CO INCORPORATEDS NAME ALL OTHER PATENTS TG TERRITORY IN TITANINCS NAME STOP CABLE TITANINC BOARDS AUTHORISATION I ASSIGN TITANINCS PATENTS AND APPLICATIONS TO TG AS ABOVE OUTLINED STOP SUGGEST FORMAL RESOLUTION BE MADE GENERAL REGARDING ASSIGNMENT AND MAILED STOP PLEASE ACKNOWLEDGE CABLE UPON RECEIPT"—JEBSEN.

The suggestion here is that Titangesellschaft will assign their United States patents and applications to National Lead Co. and National Lead Co. and Titan Co., Inc. will assign their applications and patents in Germany and other countries within Titangesellschaft's territory to Titangesellschaft. For purposes of considering this suggestion, National Lead Company's title may be disregarded. Seven years ago National Lead Company formally renounced maintenance of any European patents owned by it, putting upon Titan Co., Inc. the obligation to pay all maintenance



*Exhibit 1105*

charges and, hence, under the Agreement of 1920, Titan Co., Inc. could have requested formal assignment of these patents. They have not done so in order to save the expense of preparing the assignments and recording them in the various countries. The question is, therefore, whether Titan Co., Inc. should assign its patents and applications to Titangesellschaft.

In discussing this matter with you on December 8th, it appeared to us that to assign these patents in Germany to Titangesellschaft might involve some risks for the future. For instance, if the Germans owned all the patents now held in Germany by Titan Co., Inc., and if, as a result of the war they were forced by their government, or through other circumstances, to abrogate the main agreement, they would be free to export their products and, in general, take themselves outside of the titanium family cooperation. I cabled this thought to Dr. Jebsen, soliciting his views. A reply has just been received which reads as follows:

"PROPOSAL MY CABLE DECEMBER 7 IS NOT TGS BUT MINE STOP CONSIDER THIS BEST PRESENT CIRCUMSTANCES TO SECURE LEGAL POSITION ALL AROUND STOP EXACTLY LEGAL POSTWAR POSITION PATENTS OTHERWISE VERY UNCERTAIN STOP PREVENTION IMPORT PARTLY SECURED IN FUTURE BY PATENTS IN RESPECTIVE COUNTRIES BUT WILL BE CHIEFLY SECURED BY ALL COMPANIES SELFISH INTEREST IN COOPERATION BECAUSE OF ADVANTAGES ALREADY REALIZED BY EXPERIENCE"—JEBSEN.

You will see that Dr. Jebsen believes that in view of the war the best possible legal position for all the members of the family is to hold title to all patents in its territory. He believes that prevention of import or export competition will chiefly be secured in the future through the individual company's recommendation of the advantages to be derived from maintaining the coöperation, having through experienced appreciated the value of this coöperation.

It should be noted in this connection that even if Titan Co., Inc. retained title to the patents in Germany, and should the government force abrogation of the main agreements, particularly with a view to fostering German exports, they will find means to negate Titan Co., Inc.'s patent rights also. Should the situation develop where Titangesellschaft is forced, perhaps against its will, to engage in export competition with other members of the titanium family, then, as pointed out by Dr. Jebsen, that competition can be controlled by patents owned by the other members of the family in their particular territories.

Therefore, I believe we should approve Dr. Jebsen's proposal.

Yours very truly,

CFK:JL

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Exhibit 1106

Letterhead of

TITAN COMPANY, INC.

GJ/HS.

Fredrikstad, 15th Decbr. 1939.

C. F. Kaegebehn Esq.,  
Manager, Patent Department,  
National Lead Company,  
111 Broadway  
New York, N. Y., U. S. A.

Dear Mr. Kaegebehn:

I confirm the following correspondence:

My radiogram of December 7th:

"Your letter September 7 Stop Subject Leadcos and Titanincs approval have agreed assignment TG patents and applications countries outside TG territory to Titaninc and assignment Leadcos and Titanincs patent and applications countries within TG territory to TG Stop assignment patents British Empire France must be postponed due war situation Stop patents and applications of IG cannot be included presently but question will be studied Stop please cable approval Stop German patents 571.387 and 588.230 and 604.311 are in Leadcos Czechoslovakian patent 39.354 in Titanium Pigment Co Incorporateds name all other patents TG territory in Titanincs name Stop cable Titanincs boards authorization I assign Titanincs patents and applications to TG as above outlined Stop suggest formal resolution be made general regarding assignment and mailed Stop please acknowledge cable upon receipt

Jebsen"

Your radiogram of December 8th:

"Discussed assignment proposal Mr Garesche Stop suggestion of our letter September 7 primarily directed protecting TG and IG United States patents property by trust assignment to us Stop as to assignment Titanine Leado patents to TG can foresee possible risks TG future Titanium family co-operation should war bring about abrogation main TG IG agreements particularly export provisions Stop Please cable your views

Kaegebehn"

My radiogram of December 9th:

"Proposal my cable December 7 is not TGs but mine Stop consider this best present circumstances to secure legal position all around Stop Exactly legal postwar position patents otherwise very uncertain Stop Prevention import partly secured in future by patents in respective countries but will be chiefly secured by all companies selfish interest in cooperation because of advantages already realized by experience

Jebsen"

It will be too long to discuss all the various aspects of this matter, as we have to deal with many uncertainties and assumptions.

In short I trust under the present circumstances more the individual private enterprises than the German government, and consider German firms like I. G. and T. G. in a better position to safeguard the Titanium interests towards the German Government than private enterprises of a belligerent country, as it also will be better for us to get into

*Exhibit 1106*

our hands the patents in the countries outside T. G.'s territories than to have them in I.G.s and T.G.s hands.

The T.G. patents can be transferred, as this is a contemplated possibility in our agreements.

Unfortunately a transfer of the I. G. patents has not been contemplated in the agreement, and such a transfer is under the present war regulations dependant on a government permission. I do not think it advisable to postpone the transaction in expectation of such permission.

Unfortunately we cannot deal with the English and Canadian patents belonging to the Germans, but I believe this will not have any serious consequences, as I believe the custodians in these countries will give much considerations to the exclusive licences of our associated companies, if the question becomes of actual interest.

The patents we, according to the contemplated arrangement, will have to transfer to T. G. against their transfer to us of their patents—are all German patents—except a few Japanese patents, under which the Japanese company is licenced.

Under these circumstances I do not see that we risk much by making the arrangement, but we gain considerable advantages.

I should much appreciate to have your early answer.

With kindest regards,

Yours very truly

G. JEBSEN

Copy:

Mr. Garesché

Written in longhand: "Trust assignment" will I am afraid not hold.

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Exhibit 1107

RCA RADIOGRAM

December 27th, 1939

LC

TITANCO FREDRIKSTAD (Norway)

ASSIGNMENT OF PATENTS AS YOU PROPOSE  
WILL BE APPROVED STOP DELAY  
OCCASIONED BY NECESSITY FOR  
CONSIDERATION OF LEGAL EFFECT UNDER  
UNITED STATES LAW OF SUCH ASSIGNMENT  
ON GENERAL LICENSE STRUCTURE LETTER  
AND AUTHORIZATION TO FOLLOW

KAEGBEHN



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Exhibit 1108

RCA RADIOGRAM

LCLMR 1137

FREDRIKSTAD 26 10 1252

NLT KAEGEBEHN LEADCO NEWYORK  
YOUR CABLE 27TH DECEMBER DOES  
ASSIGNMENT INVOLVE CONDITIONS  
NECESSITATING AWAITING LETTER STOP  
IF NOT PROPOSE LEADCO AND TITANINC  
CABLE AUTHORITIES SOONEST

JEBSEN

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Exhibit 1109

WESTERN UNION CABLEGRAM

January 22 1940

Jebsen  
Titanco  
Fredrikstad  
Norway

Reference your cable January twentieth arrangement proposed your cable December seventh Kaegbehn approved in substance by both Titaninc and Leadco without further qualification Stop Authorizing resolutions will be mailed you due course but see no reason why you should not take preliminary steps at once

M. D COLE

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Exhibit 1110

RCA RADIOGRAM

LC

January 22nd, 1940

TITANCO .FREDRIKSTAD (Norway)  
ASSIGNMENT DOES NOT INVOLVE  
CONDITIONS NECESSITATING AWAITING  
LETTER STOP DISPATCH OF AUTHORITY  
AWAIT PRESENTATION OF RESPECTIVE  
BOARDS BY MR COLE

KAEGEBEHN

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## Exhibit 1111

January 23, 1940

Dr. G. Jebsen  
c/o Titan Co. A/S  
Fredrikstad, Norway

Dear Dr. Jebsen:—

Please accept my apologies for not replying previously to your cable of January 11th and January 20th, as well as your letter of December 15th.

Upon receipt of your radiogram of December 7th, and after the radiogram exchange of December 8th and 9th, we discussed the matter of drafting the necessary resolutions with Mr. M. D. Cole. In these discussions a point, previously not considered here, came up, viz. what would be the effect upon the contractual structure existing between the companies after assignment of the patents. The existing arrangement is one, to a large measure, based upon a mutual exchange of licenses under patents owned by the respective parties. To assign the patents to the respective licensees, would appear to eliminate from the contractual structure one of its principal *raison d'être* and what would remain would be in the nature of a commercial arrangement. It was considered desirable to consider the relationship of American law to such a situation, and the matter was presented for opinion to Mr. Locke of Alexander and Greene, our corporation counsel.

Mr. Locke pointed out that under United States law, an assignment of a patent is always subject to any outstanding licenses; i.e. the licensee enjoys his privileges and is bound by his obligations, regardless of whether or not the owner transfers title to the patent, and the new owner cannot disturb the license. In view of this, Mr. Locke felt that even though the assignment might be to the exclusive

*Exhibit 1111*

licensee, the obligations of that licensee need not necessarily be destroyed by the assignment. This opinion was, of course, more or less superficial and based upon Mr. Locke's experience and general view of the situation, without attempting to analyse in detail the whole contractual structure and the legal effect of the assignment contemplated. His opinion was considered sufficient assurance to proceed with the proposed assignments. This opinion was given towards the end of December, shortly before my radiogram of December 27th. Since that time, due to the pressure of affairs here, it has not been possible to draft the necessary authorizing resolutions until yesterday, January 22nd.

It would be my suggestion that the assignment of our patents to Titangesellschaft proceed according to German law; they are, in effect German property. Consequently, would it be possible to have prepared in the German language the necessary documents for execution by us. On our side, we would undertake to prepare for execution by Titangesellschaft the necessary assignments transferring the United States patents and patent applications to Titan Co., Inc. In this connection, we would appreciate it if Mr. Andersen would check his records of those patents and patent applications of the United States standing in the name of Titangesellschaft, and cable us the "T" case numbers. We will have prepared a similar list, and if these correspond, will proceed to draft the necessary documents.

I regret the delay in consummating this matter, and hope that it has not caused serious inconvenience.

Yours very truly,

CFK:JL

c.c. Mr. C. F. Garesché.

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Exhibit 1112

25/1/40 GJ/MS  
NL

KAEGEBEHN

LEADCO

NEWYORK

TG WRITES CANADIAN PATENTS MAY  
POSSIBLY BE ASSIGNED TITANINC OR  
LEADCO STOP CAN YOU CONFIRM THIS  
STOP DO YOU ADVISE TRANSFER AND IF SO  
TO TITANINC OR LEADCO CABLE REPLY

JEBSEN



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Exhibit 1113

RCA RADIOGRAM

LCN/SE NW233

FREDRIKSTAD 28/27 29 1520

NLT KAEGEBEHN LEADCO NEWYORK

WHICH OF TITANGESELLSCHAFTS US PATENT  
CASES HAVE NOT BEEN FORMALLY ASSIGNED  
TO TITANINC OR NLCO PLEASE CABLE T  
NUMBERS WISHED FOR CHECKING PURPOSES

ANDERSEN

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Exhibit 1114

RCA RADIOGRAM

February 1st, 1940

LC

TITANCO FREDRIKSTAD (NORWAY)  
US PATENT T125C PATENT APPLICATIONS  
T187 AND T227 STAND NAME TG NO  
ASSIGNMENTS EXECUTED T240 T242 STOP  
BELIEVE TWO LAST SHOULD BE TG CASES  
STOP CABLE IF YOU WISH US PREPARE  
NECESSARY ASSIGNMENT DOCUMENTS

KAEGEBEHN

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Exhibit 1115

RCA RADIOGRAM

FEB 9. 1940

LCLCW NW1577

FREDRIKSTAD 51 8 143

NLT KAEGEBEHN LEADCO

YOUR CABLE FEBRUARY FIRST ASSIGNMENTS  
US APPLICATIONS T187 AND T227 SENT HUTZ  
JOSLIN BY TG STOP HAVE ASKED TG SEND  
YOU ASSIGNMENT INVENTORS TO TITANINC  
CASE T242 AND SEND US ASSIGNMENT DR.  
RASPES PART T240 IN WHICH WE WILL  
REQUEST ASSIGNMENT OTHER INVENTOR  
AND SEND YOU DOCUMENTS

ANDERSEN

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Exhibit 1116

NATIONAL LEAD COMPANY

February 20, 1940

NIGHTLETTER

Jebsen

Titanco

Fredrikstad (Norway)

Your cablegram Rockwell nineteenth Resolutions will  
be mailed via Carolina Thorden sailing twenty fourth

Cole  
Leadco

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Exhibit 1117

RCA RADIOGRAM

FEB. 22, 1940

LCLCW NW1234

FREDRIKSTAD 148/140 21 16 1/50

NLT KAEGERBEHN LEADCO NEWYORK

TG COMMUNICATES THEY SET HUTZ JOSLIN  
ASSIGNMENTS TO TITANINC US CASES T187  
T187F T227 CANADIAN T187 T227 STOP  
ASSIGNMENT US CASE T125C AND ALL  
EUROPEAN TG PATENTS FOR WHICH  
ASSIGNMENT FORESEEN RECEIVED HERE  
STOP REQUESTED TG SEND ASSIGNMENT  
T242 TO KAEGERBEHN AND T240 TO  
FREDRIKSTAD AND

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*Exhibit 1117*

RCA RADIOGRAM

1284 KAE 2/50 LCLCW

ALL FORESEEN ASSIGNMENTS EUROPEAN  
APPLICATIONS TO FREDRIKSTAD STOP  
SUGGEST TO SAVE TIME YOU ARRANGE  
ASSIGNMENT GERMAN PATENTS 666148 671738  
684658 666409 657529 666530 BY TITANINC AND  
571387 588230 BY LEADCO IN NEWYORK AND  
EXCHANGE THESE ASSIGNMENTS AGAINST  
THOSE SENT HUTZ BY TG STOP PRESUME  
ASSIGNMENT FORMS OBTAINABLE FROM  
HUTZ STOP



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*Exhibit 1117*

RCA RADIOGRAM

LCLCW NW1284 KAE 3/40

SUGGEST BOARDS AUTHORIZATIONS GIVEN  
ALTERNATIVE TO JEBSEN AND/OR OFFICERS  
NEWYORK FOR ALL ASSIGNMENTS TO  
ENABLE FURTHER ASSIGNMENTS IN NEW  
YORK IF DESIRABLE STOP CABLE REPLY TO  
ANDERSEN STOP IF SUGGESTING NOT  
POSSIBLE JEBSEN WILL EXECUTE  
ASSIGNMENTS HERE ONE RETURN

JEBSEN

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Exhibit 1118

(COPY)

COPY FOR MR. KAEGBEHN

February 23, 1940

Dr. G. Jebsen, Vice President  
Titan Company, Inc.  
26 Rue de la Pepiniere  
Paris, France.

mailed to:

Titan Co. A/S  
Fredrikstad, Norway

Dear Sir:

At a meeting of the Executive Committee held today the following resolution was adopted:

RESOLVED, that this Company hereby approves and consents to that certain proposed arrangement between its subsidiary Titan Company Inc. and Titangesellschaft, m. b. H., of Leverkusen, Germany, with a view to safeguarding the reciprocal patent interests of these two companies under the License Agreement between Titan Co. A/S (predecessor in interest of said Titan Company Inc.) and said Titangesellschaft dated October 3/20, 1927, whereby each shall assign to the other all patents and patent applications of the one party, within the "Licensed Field" as defined in said License Agreement and amendments thereto to date, in countries embraced within the territory of the other party as similarly defined, upon the understanding and condition that such reciprocal assignments shall in no way alter or limit the general intent and operating effect of said License Agreement or any of the sev-

*Exhibit 1118*

eral other rights and obligations of the respective parties thereunder; and that to the same end and subject to the same general conditions, and in furtherance of the respective interests of both parties to that certain Agreement between said Titan Co. A/S (predecessor in interest of said Titan Company Inc.) and Titanium Pigment Company Inc. (predecessor in interest of this Company) dated July 30, 1920, the officers of this Company be and they hereby are authorized and empowered in its name and behalf to assign to said Titangesellschaft all patents and patent applications of this Company, within the "Licensed Field" as defined in said Agreement of July 30, 1920, in countries embraced within the territory of said Titangesellschaft as defined in said License Agreement of October 3/20, 1927, first above mentioned and amendments thereto to-date, against the assignments by said Titangesellschaft to said Titan Company Inc. contemplated by the arrangement first hereinabove referred to.

Yours respectfully

H. O. BATES

Secretary

Copy to Mr. Cole

" " Mr. Kaegebehn

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Exhibit 1119

(COPY)

February 23, 1940.

Dr. Gustave Jebsen, Vice President  
Titan Company Inc.

Titangesellschaft-Titaninc.  
Interchange of Patent Assignments

Dear Dr. Jebsen:

Please forgive, if you can, my delay in sending you the promised confirmation of the formal action of Titan Company Inc. and of National Lead Company in this matter. I have been under unusual pressure of work complicated recently by jury service, and the exact phraseology of the resolutions required unusual care. Hence the delay in answering your cable to me of February 1st and to Mr. Kaegbehn of February 9th.

Pursuant to my cablegram to you of the 20th (confirmation enclosed) in answer to yours to Mr. Rockwell of February 19th, I now enclose.

(1) two certified copies of Titaninc resolution of December 19, 1939, and

(2) two certified copies of the National Lead Company resolution of this date

and hope you will find these sufficient to enable you to carry out all necessary details of this exchange of assignments. Mr. Kaegbehn informs me today by telephone from his home, where he is confined with a cold, of your cablegram of even date in this connection, and both of us feel that the enclosed resolutions are sufficiently broad in terms to permit of the execution of the necessary assignments by Titaninc either in Europe or here as may be most convenient.

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*Exhibit 1119*

In order to bring your and Mr. Henriksen's files up to date I am also enclosing two copies each of the Titaninc Board meetings of October 3rd, December 19th and December 27th, 1939, which I believe you will find in order.

With apologies again for my delay in this matter and with personal regards as always,

Yours very truly,

Assistant to the President.

MDC-P

(COPY)

RESOLVED, in furtherance of that certain License Agreement between Titan Co. A/S (predecessor in interest of this corporation) and Titangesellschaft m. b. H., of Leverkusen, Germany, dated October 3/20, 1937, and pursuant to the recommendation of Dr. G. Jebsen, Vice President of this corporation, the officers of this corporation be and they hereby are authorized and empowered to execute and deliver in its name and behalf appropriate assignments to said Titangesellschaft of all patents and patent applications of this corporation, within the Licensed Field as defined in said Agreement, in countries now embraced within the territory of said Titangesellschaft as defined in said Agreement and subsequent amendments thereto, in consideration of the execution and delivery by said Titangesellschaft to this corporation of appropriate assignments of all patents and patent applications of said Titangesellschaft, within said Licensed Field, in countries embraced within the territory of this corporation as



*Exhibit 1119*

defined in said Agreement and subsequent amendments thereto, and upon the express understanding and condition that such reciprocal assignments shall in no way alter or limit the general intent and operating effect of said Agreement or the several other rights and obligations of the respective parties thereto.

I, H. Douglas Cole, Secretary of Titan Company, Inc., a corporation of the State of Delaware, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Board of Directors of said corporation at a meeting thereof duly held on the 19th day of December, 1940, at which a quorum was present and acting throughout, and said resolution is now in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said corporation this 23rd day of February, 1940.

Secretary.

(COPY)

*National Lead Company Resolution*

RESOLVED, that for the purpose of assisting Titan Company, Inc., subsidiary of this corporation in safeguarding the reciprocal patent interests of said Titan Company Inc., and Titangesellschaft m. b. H., under that certain License Agreement between Titan Co. A/S (predecessor in interest of said Titan Company Inc.) and said Titangesellschaft m. b. H. dated October 3/20, 1927, and for the purpose of safeguarding the patent interests of this corpora-



*Exhibit 1119*

tion itself, as successor in interest to Titanium Pigment Company Inc., under that certain agreement between said Titan Co. A/S and said Titanium Pigment Company Inc., dated July 30, 1920, the officers of the corporation be and they hereby are authorized and empowered to deliver in its name and behalf appropriate assignments to said Titan-gesellschaft of all patents and patent obligations of this corporation, within the Licensed Field as defined in said agreement dated July 30, 1920, in countries now embraced within the territory of said Titan-gesellschaft as defined in said License Agreement dated October 3/20, 1927 first above mentioned and subsequent amendments thereto, in consideration of the execution and delivery by said Titan-gesellschaft to said Titan Company, Inc. of all patents and patent applications of said Titan-gesellschaft, within said Licensed Field, in countries embraced within the territory of said Titan Company Inc., as defined in said License Agreement dated October 3/20/1927, and upon the express understanding and condition that such reciprocal assignments shall in no way alter or limit the general intent and operating effect of either of the Agreements hereinabove mentioned or the several other rights and obligations of the respective parties thereto; and that this corporation hereby approves for the same corresponding consideration and upon the same corresponding conditions as aforesaid, the like assignment by said Titan Company Inc. to said Titan-gesellschaft of all patents and patent applications of said Titan Company Inc., within said Licensed Field in countries embraced within the territory of said Titan-gesellschaft.

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Exhibit 1120

Letterhead of

TITAN COMPANY, INC.

Fredrikstad, March 4th, 1940.

SA/LRA  
C. F. Kaegebehn Esq.,  
National Lead Company,  
Patent Department,  
New York.

Dear Mr. Kaegebehn,

Re: *Assignment of Titan Company, Inc.—and T.G.  
Patents.*

I beg to confirm the following exchange of cables:  
Dr. Jebesen's cable of February 21st, 1940:

TG COMMUNICATES THEY SENT HUTZ JOSLIN  
ASSIGNMENTS TO TITANINC US CASES T 187  
T187F T227 CANADIAN T187 T227 STOP ASSIGN-  
MENT US CASE T125C AND ALL EUROPEAN TG  
PATENTS FOR WHICH ASSIGNMENT FORE-  
SEEN RECEIVED HERE STOP REQUESTED TG  
SEND ASSIGNMENT T242 TO KAEGBEHN  
AND T240 TO FREDRIKSTAD AND ALL FORE-  
SEEN ASSIGNMENTS EUROPEAN APPLICA-  
TIONS TO FREDRIKSTAD STOP SUGGEST TO  
SAVE TIME YOU ARRANGE ASSIGNMENT  
GERMAN PATENTS 666148 671738 684658 666409  
657599 666530 BY TITANINC AND 571387 588230 BY  
LEADCO IN NEW YORK AND EXCHANGE  
THESE ASSIGNMENTS AGAINST THOSE SENT  
HUTZ BY TG STOP PRESUME ASSIGNMENT

*Exhibit 1120*

FORMS OBTAINABLE FROM HUTZ STOP  
SUGGEST BOARDS AUTHORIZATIONS GIVEN  
ALTERNATIVE TO JEBSEN AND OR OFFICERS  
NEWYORK FOR ALL ASSIGNMENTS TO  
ENABLE FURTHER ASSIGNMENTS IN NEW  
YORK IF DESIRABLE STOP CABLE REPLY TO  
ANDERSEN STOP IF SUGGESTION NOT POS-  
SIBLE JEBSEN WILL EXECUTE ASSIGNMENTS  
HERE ON RETURN—JEBSEN.

Your cable February 26th, 1940:

BOARD RESOLUTION AUTHORIZES AND  
EMPOWERS OFFICERS TITANINC TO ASSIGN  
PATENT APPLICATIONS TO STOP THIS  
PERMITS EXECUTION ASSIGNMENTS NEW  
YORK OR FREDRIKSTAD STOP PROCEEDING  
AT ONCE TO PREPARE ASSIGNMENTS  
GERMAN PATENTS TITANINC AND LEADCO  
AS SUGGESTED—KAEGERBEHN

My cable of February 28, 1940:

YOUR CABLE 26 FEBRUARY PLEASE CABLE  
WHETHER BOARD RESOLUTIONS PERMIT  
EXECUTION ASSIGNMENTS FREDRIKSTAD OR  
NEW YORK ALSO OF PATENTS IN LEADCOS  
NAME AS DESIRABLE KEEP OPEN BOTH  
ALTERNATIVES FOR TWO LEADCO PATENTS  
NOT INCLUDED DR. JEBSEN'S SUGGESTION  
CABLE TWENTYFIRST FEBRUARY STOP  
CONFIRM THAT RESOLUTIONS COVER BOTH  
PATENTS AND APPLICATIONS SEE TENTH  
AND ELEVENTH WORDS OF TEXT YOUR  
CABLE—ANDERSEN

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Exhibit 1120

Your cable of February 29th, 1940:

TITAN BOARD RESOLUTION PERMITS EXECUTION ASSIGNMENTS PATENTS AND PATENT APPLICATIONS FREDRIKSTAD OR NEW YORK STOP LEADCOS BOARD RESOLUTION PERMITS ASSIGNMENTS PATENTS AND PATENT APPLICATIONS AND AUTHORIZES OFFICERS TO EXECUTE ASSIGNMENTS STOP SINCE UNDER LAW ONLY OFFICERS PERMITTED TO ACT FOR CORPORATION WITH CONSENT BOARD EXECUTION ON BEHALF LEADCO MUST BE EFFECTED NEWYORK—KAEGERBEHN.

My cable of March 2nd, 1940:

YOUR CABLE TWENTYNINTH FEBRUARY SUGGEST YOU INCLUDE LEADCO GERMAN PATENT 604311 IN ARRANGEMENT SUGGESTED DR JEBSEN CABLE TWENTYFIRST FEBRUARY STOP THIS LEAVES ONE LEADCO PATENT NAMELY CZECHOSLOVAKIAN 39354 FOR WHICH I SEND YOU ASSIGNMENT FORM—

ANDERSEN,

I enclose herewith assignment form for *Czechoslovakian* Patent No. 39.354 (Case T-47).

The signature of the National Lead Company on this document should be legalized by a Notary Public, who should certify that the signatories are entitled to sign for that company. The document should thereupon be legalized by a German Consul.

The patent stands in the name of Titanium Pigment Company Inc in the Czechoslovakian patent register, and

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*Exhibit 1120*

the assignment will be arranged by filing a certified copy of the deed transferring the assets of the Titanium Pigment Company Inc to the National Lead Company in the Czechoslovakian Patent Office together with the Assignment Deed executed by National Lead Company. The certified copy of this Deed, asked for by my cable of the 6th of February, is intended for this use. I presume it has now been despatched, and we will then forward it from here. If not, please hand it to Messrs. Hutz and Joslin together with the executed assignment document.

German patents Nos. 571.387 (T-47) and 588.230 (T-78), listed in Dr. Jebesen's cable of the 21st of February, together with German patent No. 604.311 (T-90) and Czechoslovakian Patent No. 39.354 (T-47) are all the patents for which execution of assignment by National Lead Company is required. The other patents which are coming in question as well as all patent applications stand in the name of Titan Company, Inc. excepting 2 patents standing in the name of Titan Co. A/S. The assignment for Case T-125-C USA, received here, will be sent you shortly. In Case T-240, U.S.A. we have requested assignments from both inventors, and we will forward you also these when they come to hand.

Yours sincerely,

SIGURD ANDERSEN

Enclosure



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Exhibit 1121

Letterhead of

HUTZ AND JOSLIN

March 5, 1940

Re: Assignment of Titan cases  
to the Titan Co. Inc. of Delaware  
Mr. Charles F. Kaegebehn,  
National Lead Company  
111 Broadway  
New York City.

Dear Mr. Kaegebehn:

Confirming our telephone conversation, I wish to advise that we have received new assignments from the inventors to the Titan Co. Inc. of Delaware in the following three pending U. S. applications:

|                     |                 |              |              |
|---------------------|-----------------|--------------|--------------|
| Serial No. 204,838, | Tillmann et al. | Case T. 187  | Titan #20    |
| " " 238,358,        | Tillmann et al. | Case T. 227  | Titan #23    |
| " " 304,323,        | Tillmann et al. | Case T. 187F | Titan #24(*) |

In each case I. G. has asked us to substitute the new assignments for the ones we are now holding in our files running from the inventors to Titangesellschaft. As you know, it is our practice to withhold the recording of such assignments until allowance of the applications.

I. G. has requested us to return to it the original assignments from the inventors to Titangesellschaft. We plan to do so, but would first like to hear whether you have any objection to the proposed procedure.

The question arises to whom we should make our future charges in connection with the prosecution of these appli-

(\*) (see our letter of even date regarding this application)



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(B497)

*Exhibit 1121*

cations. In the past we have, of course, charged Titange-  
sellschaft. In view of the assignments, however, I wonder  
whether we should not change our methods of charging in  
these cases. Please let me have your comments on this  
point.

Very truly yours,

HUTZ AND JOSLIN

WH:FT

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Exhibit 1122

March 7th, 1940.

Dr. G. Jebsen  
For Mr. S. Andersen  
c/o Titan Co. A/S  
Fredrikstad, Norway

Gentlemen:—

Messrs. Hutz and Joslin inform us that they have received assignments to Titan Co., Inc. in the following United States applications:

U. S. Ser. No. 204,838 Tillmann et al. Case T. 187

U. S. Ser. No. 238,358 Tillmann et al. Case T. 227

U. S. Ser. No. 304,323 Tillmann et al. Case T. 187-F

Messrs. Hutz and Joslin have raised the question of expense and have suggested that possibly they should bill us directly. Of course, ultimately National Lead Co. will stand this expense, but we do not feel justified in authorizing the charge directly to us at this time. Since Titan Co., Inc. is now the owner of the cases, question, we think, might be raised as to why we are maintaining outside attorneys to handle the cases. I believe expense might be saved if Power of Attorney in these cases is transferred to us, and we carry on our correspondence directly with the German inventors in the I. G. Farbenindustrie's Patent Department at Leverkusen. However, we have not made this suggestion to Hutz and Joslin. Whether or not we took Power of Attorney, we should undertake to keep Hutz and Joslin informed on the prosecution of the cases and would consult with them in the future prosecution.

Please let us have your views.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

c.c. Mr. C. F. Garesché

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Exhibit 1123

March 7th, 1940

Werner H. Hutz, Esq.  
Messrs. Hutz and Joslin  
521 Fifth Avenue  
New York, New York

Re: Assignments of Titan Cases  
to Titan Co., Inc.

Dear Mr. Hutz:—

We acknowledge receipt of your letter of March 5th, 1940, informing us that you have received new assignments to Titan Co., Inc. in the following cases:

Ser. No. 204,838 Tillmann et al. Case T. 187 —Titan No. 20  
Ser. No. 238,358 Tillmann et al. Case T. 227 —Titan No. 23  
Ser. No. 304,323 Tillmann et al. Case T. 187-F—Titan No. 24

Regarding the question of whom to bill for charges connected with the future prosecution, the situation is a little puzzling to me at this time. In the final analysis it will be National Lead Co. who will pay the expense. At the present time our book-keeping set-up is such that these charges come through Titan Co., Inc. through Titangesellschaft and are paid in the regular manner. For a few months more I should prefer to keep that arrangement. We are taking up the question with Titan Co., Inc. and will advise you later. Personally, we see no reason why we should not be billed directly but would like to have Titan Co., Inc.'s comments first.

Yours very truly,

CFK:JL

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Exhibit 1124

Letterhead of

HUTZ AND JOSLIN

March 6, 1940

Re: Assignment of Titan Cases  
from Titangesellschaft to the Titan Co., Inc. of Dela.  
in Canada

Mr. Charles F. Kaegebehn  
National Lead Co.,  
111 Broadway  
New York City

Dear Mr. Kaegebehn:

Supplementing our letter of March 5th, I wish to advise that we have now received assignments from Titangesellschaft to the Titan Co., Inc., Delaware, in the following two Canadian applications:

Tillman et al. Ser. No. 456,990 Case T. 227 Titan #23  
Tillman et al. " " 451,898 Case T. 187 Titan #20

The assignments are informal in that they were not executed in duplicate and because they do not include the usual affidavit of execution. I doubt whether it would be possible to record these assignments even if they were in proper form, because the Canadian Patent Office does not record assignments from enemy aliens, unless it is first shown to the satisfaction of the Custodian of Enemy Alien

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*Exhibit 1124*

Property that such assignment has been made in good faith and will not result in the payment of any moneys to the enemy alien.

We shall hold the two assignments in our files subject to your instructions.

Very truly yours,

W. H. Hutz

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Exhibit 1125

March 7, 1940

Mr. W. H. Hutz  
Hutz & Joslin  
521 Fifth Avenue  
New York, New York

Re: Assignment of Titangesellschaft  
Cases to Titan Company, Inc.

Dear Mr. Hutz:—

Your letter of March 6, 1940 has just been received. Would it not be desirable for us to prepare proper assignment documents in Canadian cases T. 227 and T. 187, forward them to Titan Company, Inc. for transmission to Titangesellschaft and re-execution? If you think this procedure desirable, we will be glad to undertake the preparation of the instruments, and in fact to forward them to Titan Company, Inc. who, I am sure, will be glad to forward them to Titangesellschaft.

Yours very truly,

CFK/rg



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Exhibit 1126

Letterhead of  
HUTZ AND JOSLIN

March 16, 1940.

re—Assignment of Titan Gesellschaft  
cases to Titan Company, Inc.

Mr. C. F. Kaegebehn  
National Lead Company  
111 Broadway  
New York, N. Y.

Dear Mr. Kaegebehn:

We thank you for your two letters of March 7, 1940, replying to our ~~letters~~ of March 5 and 6, 1940, regarding the above subject. It is our understanding that it will be in order for us to substitute the new assignments of the three U. S. applications from the inventors to Titan Company Inc. for the former assignments from the inventors to the Titan Gesellschaft and to return the old assignments to I. G.

As regards the assignments of the two Canadian applications from the Titan Gesellschaft to Titan Company Inc., we agree with you that it would be desirable for you to prepare proper assignment documents to replace the informal ones which we received from I. G. We believe, however, that it would be simpler for you to send the new documents to us for transmittal to I. G. rather than to have them go by way of Titan Company Inc. and Titan Gesellschaft. This appears to be the more logical procedure since we received the informal documents from I. G.

Very truly yours,

WHH:DK

Hutz and Joslin

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Exhibit 1127

Letterhead of

TITAN COMPANY, INC.

Fredrikstad, Norway,  
March 29, 1940.

National Lead Company,  
Patent Department,  
11. Broadway,  
New York.

Att.: Mr. C. F. Kaegebehn

Dear Sirs,

Assignments of Patents:

T-187, U. S. Ser. No. 204.838

T-227, U. S. Ser. No. 238.358

T-187 F, U. S. Ser. No. 304.323.

We thank you for your letter of the 7th inst. from which we note that Messrs. Hutz & Joslin have received assignments to Titan Company Inc. of the above patents. We presume that they have received instructions to hand these assignments to you, and that you will hand them assignments for those of our patents referred to in Dr. Jebson's cable of February 21st. and Mr. Andersen's cable of March 2.

We note your remarks in connection with the expenses as involved in assignments of cases T-187, T-227 and T-187 F and suggest that these be charged to the Titan Company Inc. and are looking forward to your bill.

With regard to the question of attorney in U. S. A. for these cases, we quite agree to your suggestion that you

*Exhibit 1127*

take over their handling. We presume that powers of attorney required in this connection must be signed by the inventors, and if this is so, we suggest that you arrange with Messrs. Hutz & Joslin that the documents be sent direct for execution by the inventors. Should powers executed by the Titan Company Inc. (as assignee) be necessary, we take it, that you can have such documents executed in U. S.

Yours very truly,

Sigurd Andersen.

## Exhibit 1128

August 20th, 1940

Mr. Sigurd Andersen  
Stora Nygaten 31  
Stockholm, Sweden

Re: Case T. 187 —U. S. Ser. No. 204,838  
Case T. 227 —U. S. Ser. No. 238,358  
Case T. 187F—U. S. Ser. No. 304,323

Dear Mr. Andersen:—

We find that we have not replied to your letter of March 29th, 1940, which was in reply to our letter of March 7th.

Messrs. Hutz and Joslin will hold the assignments received from I. G. until the cases are allowed. The assignments will then be recorded and the recorded documents handed to us with the Letters Patents.

Messrs. Hutz and Joslin have given us associated powers of attorney in the three above identified cases. This enables us to act as may be necessary, for instance, where interviews with the Examiner are required, or filing amendments, etc. In view of the fact that Messrs. Hutz and Joslin have handled these cases from the beginning, are familiar with them and are able to give valuable advice, we do not consider it expedient at this time to completely eliminate them from this case.

With regard to the expense involved, we have asked Hutz and Joslin to bill the I. G. in the regular way and expect that through T. G. you will be informed of these charges.

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*Exhibit 1128*

The question of patent expense connected with United States applications and patents of Titan Co., Inc. is under consideration on this side, and in a short time we hope to be able to advise you on this point.

Yours very truly,

NATIONAL LEAD COMPANY

CFK:JL

c.c. Dr. G. Jebsen

Mr. C. F. Garesché

Mr. A. Ravnestad

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Exhibit 1129

TRANSLATION

(copy)

May 14th, 1940

I. G. Farbenindustrie Aktiengesellschaft  
Leverkusen-I. G. Werk  
Leverkusen bei Köln

Germany

Your Ref. Patent Department  
Kp./Mr.

Re: Mutual Transfer of Patent rights between  
T. G. and Titan Co., Inc. (U.S.A.).  
Cases T. 125-C and T. 240

Gentlemen:-

We acknowledge with thanks receipt of your letter of April 4, enclosing assignment document from the T. G. to Titan Co., Inc. of U. S. Pat. No. 2,121,215 (Case T. 125-C) as well as an assignment from the inventor, Dr. Raspe, to Titan Co., Inc. in U. S. Ser. No. 283,986 (Case T. 240).

Yours very truly,

TITAN COMPANY, INC.

C. F. KAEGENBEHN

CFK:JL



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Exhibit 1130

TRANSLATION

(COPY)

June 10th, 1940

Titangesellschaft m.b.H.  
z.H.: I. G. Patentabteilung  
Leverkusen-I.G. Werk  
Leverkusen bei Köln

Germany

Your Reference: Patent Department  
KP/Mr.

Re: Mutual transfer of Patent Rights  
between Titangesellschaft and Titan Co.,  
Inc. (Case T. 125-C)

Gentlemen:-

We beg to advise you that the assignment document  
sent with your letter of April 4th, 1940 has been recorded  
in the United States Patent Office under their designation  
Liber S183, Page 544, dated May 21st, 1940.

Yours very truly,

TITAN COMPANY, INC.

C. F. KAEGEBEHN

CFK:JL

c.c. Mr. C. F. Garesché  
Titan Company, Inc.

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Exhibit 1131

Messrs. Hutz and Joslin  
521 Fifth Avenue  
New York, New York

June 25, 1940

Re: Tillmann et al.—Application Ser. No. 204,838—Titan  
No. 20—Case T. 187

Tillmann et al.—Ser. No. 238,358—Leverkusen  
1652/1980—Titan. Case T. 227

Tillmann et al.—Ser. No. 304,323—Filed Nov. 14  
1939 — Corresponding German  
Appln. T. 51309—Lev. 2019—Titan  
No. 24—Case T. 187-F

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Gentlemen:

You will recall that last March the question of how to handle charges in connection with the above cases came up. We wrote to Titan Company at Fredrikstad, Norway, for their instruction and have just received their reply.

Titan Company suggests that you bill them, forwarding the bill to me. They further suggest, since Titangesellschaft is no longer chargeable with any part of the expense having given title to Titan Company Inc., that we take over prosecution of the case as attorney and carry on direct correspondence with the German inventors. In connection with the latter suggestion, we would want to send you copies of Patent Office Actions and consult with you in preparing the amendments as may be necessary, having you bill us, as Titan Company Inc., for such services. Will this arrangement be in accord with your wishes?

Very truly yours,

CFK:JM

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## Exhibit 1132

## Second Mail

SA/EE

Fredrikstad, March 4th 1940.

*Registered.*

National Lead Company,  
Patent Department,  
Broadway 111,  
New York.

Attention: Mr. C.F. Kaegebehn.

Dear Sirs,

*Re: T.G. and I.G. Canadian Patent Applications.*

We have received from the I.G. Farbenindustrie A.-G. authorizations requesting their Canadian agents to give information to and receive instructions from the Titan Company Inc. in connection with the following Canadian patent Applications:

T-115 Canadian Patent Application No. 448.315

T-155

(T-183) " " " 457.525

T-155 " " " 437.424

T-157 " " " 440.763

T-186 " " " 443.725

T-187 " " " 451.898

T-213 " " " 454.748

T-227 " " " 456.990

We hope that the enclosed authorizations will serve the purpose although they may not be quite satisfactory from a formal point of view.

*Exhibit 1132*

We hope it will not cause any serious difficulties that there in the authorizations is stated c/o Titan Co.A/S, Fredrikstad, as address of Titan Company Inc., supposing that you can easily show evidence of the Titan Company Inc. being an American company. Should, however, any difficulties raise in connection with these authorizations, please write us and also inform us whether you wish these authorizations to be delegated to the National Lead Company (or Mr. Kaegebehn).

As far as we can see from our files here, yourselves resp. the Canadian Titanium Pigments Ltd. have exclusive licenses in these Canadian cases.

We do not know whether Messrs. Hutz and Joslin have been informed that these authorizations have been sent you. Please, therefore, take up the matter with them.

We take it that you will settle with them and possibly the C.T.P. the questions how the further handling of these applications should be arranged.

We suppose that Messrs. Hutz & Joslin also in the future can collaborate with you re these Canadian Applications—to the extent you may find this desirable.

Yours very truly,

SIGURD ANDERSEN

Enclosures:

*Authorizations regarding Canadian Patent Applications.*

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Exhibit 1133

March 28, 1940

Hutz and Joslin  
521 Fifth Avenue  
New York, New York  
*Attention of Mr. Werner H. Hutz*

Gentlemen:

Re: Assignment of Canadian Applications  
T-187 and T-227 from Titangesellschaft  
to TITAN COMPANY, INC.

In reply to your letter of March sixteenth, we are pleased to enclose herewith in duplicate assignment forms with attached affidavits for transferring Canadian applications Serial Numbers 451,898 and 456,990 (cases T-187 and T-227), from Titangesellschaft to Titan Company, Inc.

Enclosed also are copies of these assignment documents for your files.

Very truly yours,

NATIONAL LEAD COMPANY

JBH:JM

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Exhibit 1134

April 18th, 1940

Werner H. Hutz, Esq.  
Messrs. Hutz and Joslin  
521 Fifth Avenue  
New York, New York

of Canadian  
Folders  
T. 155.  
T. 157  
T. 186  
T. 115  
T. 187  
T. 213  
T. 227  
T. 183

Re: T. G. and I. G. Canadian Patent  
Applications

Dear-Mr. Hutz:-

With respect to the following Canadian patent applications

| Ser. No. | Your Ref.                  | Our Ref. | In the Name of        |
|----------|----------------------------|----------|-----------------------|
| 437,424  | Titan No. 13<br>Uord. 1041 | T. 155   | I. G. Farbenindustrie |
| 440,763  | Titan No. 18               | T. 157   | I. G. Farbenindustrie |
| 443,725  |                            | T. 186   | I. G. Farbenindustrie |
| 448,315  | Titan No. 5                | T. 115   | I. G. Farbenindustrie |
| 451,898  | Lev. 1481<br>Titan No. 20  | T. 187   | Titangesellschaft     |
| 454,748  | Titan No. 22               | T. 213   | I. G. Farbenindustrie |
| 456,990  | Titan No. 23               | T. 227   | Titangesellschaft     |
| 457,525  | Titan No. 13/1             | T. 183   | I. G. Farbenindustrie |

we have received documents authorizing the Canadian agents, Fetherstonhaugh and Company, to furnish to Titan Company, Inc. any information they require and to accept any instructions Titan Co., Inc. may give as to the prosecution of the cases. These documents all follow the same form as photostatic copy attached hereto.

We really do not know why these were sent. They apparently originated as a result of correspondence between our German associates and Titan Co., Inc. in Europe, growing out of the recently concluded arrangement whereby each of the associated companies will take con-